

**CHARTER SCHOOL CONTRACT
FOR
TYPE 5 CHARTER SCHOOLS IN THE LOUISIANA RECOVERY SCHOOL DISTRICT**

This Agreement is a Charter School Contract authorized pursuant to Louisiana Revised Statutes, Title 17, Chapter 42, and executed this 27 day of April, 2008 by and between the Louisiana Board of Elementary and Secondary Education and Akili Academy of New Orleans.

RECITALS

WHEREAS, the "Charter School Demonstration Programs Law," La. R.S. 17:3971 et seq., authorizes experimentation in the creation of innovative kinds of independent public schools; and

WHEREAS, the Louisiana Legislature has expressed its intention to provide a framework for such experimentation by the creation of such schools, a means for persons with valid ideas and motivation to participate in the experiment, and a mechanism by which experiment results can be analyzed; the positive results repeated or replicated, if appropriate; and the negative results identified and eliminated; and

WHEREAS, the Louisiana Legislature has further stated its intention that the best interests of at-risk pupils shall be the overriding consideration in implementing the provisions of the "Charter School Demonstration Programs Law;" and

WHEREAS, the purposes of the "Charter School Demonstration Programs Law" are to provide opportunities for educators and others interested in educating pupils to form, operate, or be employed within a charter school designed to accomplish the following objectives, namely: (1) to improve pupil learning and, in general, the public school system; (2) to increase learning opportunities and access to quality education for pupils; (3) to encourage the use of different and innovative teaching methods and a variety of governance, management, and administrative structures; (4) to require appropriate assessment and measurement of academic learning results; (5) to account better and more thoroughly for educational results; and (6) to create new professional opportunities for teachers and other school employees, including the opportunity to be responsible for learning program at the school site; and

WHEREAS, the Louisiana Legislature, pursuant to La. R.S. 17:1990, created the Recovery School District for the purpose of improving failing schools; and

WHEREAS, the Recovery School District is authorized pursuant to La. R.S. 17:10.5 and 17:10.7 to take over the operation of failing schools, to reorganize failing schools, and to operate failing schools in whatever manner is determined by the administering agency of the Recovery School District to be most likely to bring the school to an acceptable level of performance; and

WHEREAS, the Recovery School District may operate any school under its jurisdiction as a Type 5 charter school pursuant to the "Charter School Demonstration Programs Law," La. R.S. 17:3971 et seq; and

WHEREAS, the Board of Elementary and Secondary Education finds that the Charter School's application is valid, complete, financially well-structured, educationally sound, and offers potential for fulfilling the purposes of the Charter School Demonstrations Program Law; and

WHEREAS, the Board of Elementary and Secondary Education is authorized, pursuant to La. R.S. 17:3971 et seq., to execute Charter Contracts authorizing the operation of charter schools; and

WHEREAS, on December 6, 2007, the Board of Elementary and Secondary Education approved the Application to be a Type 5 charter school, contingent upon completion by the Charter Operator of Pre-Opening Procedures and execution of a Charter Contract;

NOW, THEREFORE, the parties hereto, intending to be legally bound by the terms and conditions set forth herein, enter the following Agreement:

AGREEMENT

SECTION 1. ESTABLISHMENT OF SCHOOL

1.1 Parties.

- 1.1.1 This Charter School Contract is entered into between Akili Academy of New Orleans and its Board of Directors ("Charter Operator") and the Louisiana Board of Elementary and Secondary Education ("BESE") for the purpose of operating Akili Academy of New Orleans (the "Charter School"). This contract will be referred to herein as an "Agreement" or a "Charter Contract," and such terms may be used interchangeably.
- 1.1.2 The person authorized to sign this Agreement on behalf of the Board of Elementary and Secondary Education is the President of the Board of Elementary and Secondary Education.
- 1.1.3 The Recovery School District ("RSD") and the Louisiana Department of Education ("LDE"), in its capacity as the administering agency of the RSD, shall have jurisdiction over the Charter School pursuant to La. R.S. 17:10.5, 17:10.7, 17:1990, and 17:3973(2)(b)(v)(aa).
- 1.1.4 The person authorized to sign this Agreement on behalf of the Charter Operator is Andrew Stakelum (the "Charter Representative"), who must be an Officer of the Charter Operator's governing board. The Charter Representative affirms as a condition of this Agreement that the Charter Operator's governing board has authorized him or her to execute agreements, including this Charter Contract, on behalf of the Charter Operator.
- 1.1.5 The Charter Representative affirms as a condition of this Agreement, that he/she is the above-described representative of the Charter Operator and has authority to sign this Agreement on behalf of the Charter Operator.
- 1.1.6 Charter Operator affirms, as a condition of this Agreement, that the non-profit corporation is duly authorized according to the laws of the State of Louisiana.
- 1.1.7 The Charter Operator certifies that all contracts obligating the charter school have been and will be undertaken by the Charter Operator as a nonprofit corporation, and failure to act strictly as a nonprofit corporation shall be grounds for rescission of its charter.
- 1.1.8 The Charter Operator affirms, as a condition of this Agreement, that the non-profit corporation has a governing board, whose members receive no compensation other than reimbursement of actual expenses incurred while fulfilling duties as a member of such a board.
- 1.1.9 The Charter Operator affirms, as a condition of this Agreement, that no more than one person from the same immediate family, as defined by La. R.S. 42:1102(13), serves as a member of the Charter Operator's governing board.

- 1.1.10 Incorporated as **Exhibit A** herein and by reference, is a true and correct copy of the Application/Proposal ("Application") of the Charter Operator that was relied upon by BESE in developing this Agreement. The Application includes a list of assurances, which is an integral part of this contract.
- 1.2 Location. The Charter Operator shall provide educational services, including the delivery of instruction, at a facility assigned by the Recovery School District pursuant to the Facility Assignment Plan incorporated into this Agreement as **Exhibit B**.
- 1.3 Facility. The building(s) in which the Charter School is to be located shall be known as the facility (the "Facility").
- 1.3.1 BESE shall offer a Facility to the Charter Operator, if available, in accordance with the Facilities Assignment Plan, incorporated in this Agreement as **Exhibit B**, which will be subject to a negotiated lease agreement between the Recovery School District, the Louisiana Department of Education, and the Charter Operator.
- 1.3.2 In the event that the Charter Operator declines to accept the Facility that BESE offers to the Charter Operator, the Charter Operator shall, by the time set forth in the Pre-Opening Procedures for Type 5 Charter Schools ("Pre-Opening Procedures"), incorporated in the Agreement as **Exhibit C**, provide RSD with a copy of the lease, purchase agreement, and/or other such facility agreement (the "Facility Agreement") and such certificates and permissions as are necessary to operate the Charter School in the proposed Facility according to the plan set forth in the approved Application.
- 1.3.3 In the event that an adequate Facility Agreement and/or necessary certificates and permissions are not in place by the date established in the Pre-Opening Procedures, the Charter Operator may not provide instruction at the Facility. In such event, BESE reserves the right to enforce any of the consequences for failure to meet Pre-Opening Procedures, including precluding the Charter Operator from commencing instruction until the start of the succeeding school year. Notwithstanding the immediately foregoing sentence, BESE may waive or modify the restrictions contained therein upon good cause shown.
- 1.4 Pre-Opening. Failure to timely fulfill any material term of the Pre-Opening Procedures shall be considered a material violation of conditions, standards, or procedures provided for in the approved charter and may be grounds for revocation of the charter pursuant to Paragraph 5.4 of this Agreement, for rescission of approval of the Charter, and/or prohibiting the Charter Operator from opening the charter school or receiving funding pursuant to Paragraph 3.1 of this Agreement. Notwithstanding the immediately foregoing sentence, BESE may waive or modify the restrictions contained therein upon good cause shown.

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SECTION 2. OPERATION OF SCHOOL

- 2.1 Mission Statement. The Charter School's mission statement, as contained in the Application or, in the alternative, as approved by the LDE as part of the Pre-Opening Procedures, is approved by BESE to the extent it is consistent with the principles of the Charter School Demonstration Programs Law, La. R.S. 17:3971, et seq.
- 2.2 Purpose. The Charter Operator shall provide educational services according to the educational standards established by law, the Charter Contract, and the Charter Application/Proposal; measure pupil progress toward stated goals; and participate in pupil assessments required by law, regulation, and BESE policy. The Charter Operator shall manage the charter school in a financially prudent manner and provide BESE with timely and accurate reporting.
- 2.3 Governance.
 - 2.3.1 The Charter Operator and the members of its Board of Directors individually are responsible for complying with and carrying out the provisions of this Agreement, including compliance with applicable law and regulation, and all reporting requirements. This provision shall not be construed to give rise to personal liability of individual board members in instances where the law would not impose such personal liability.
 - 2.3.2 The Charter Operator will adopt by-laws and operate in accordance with such by-laws.
 - 2.3.3 Each member of the Charter Operator's Board of Directors shall, consistent with requirements set out in the Pre-Opening Procedures, complete and submit to the LDE a Disclosure of Financial Interest and Conflict of Interest Form ("Financial Disclosure"), incorporated in this Agreement as **Exhibit M**, and an Affirmation of Eligibility to Serve ("Board Affirmation"), incorporated in this Agreement as **Exhibit N**. Each new board member shall submit the aforementioned Financial Disclosure form and Board Affirmation form to the LDE within thirty (30) days of appointment to the Charter Operator's governing board. The Financial Disclosure form shall be submitted by each board member on or before August 1 of each year after initial submission following appointment.
 - 2.3.4 The Charter Operator shall establish, as a part of its bylaws, and abide by a formal conflict of interest policy that is consistent with applicable law, including but not limited to, the Louisiana Code of Governmental Ethics.
 - 2.3.5 Meetings of the members and directors of the Charter Operator and any committee or subcommittee thereof shall be conducted in accordance with Louisiana Open Meetings Law, Louisiana Revised Statute 42:4.1, et seq.
 - 2.3.6 The Charter Operator and the members of its Board of Directors individually are responsible for the sound fiscal management of the Charter School. This provision shall not be construed to give rise to personal liability of individual board members in instances where the law would not impose such personal liability.
 - 2.3.7 The Charter Operator shall be the final authority in matters affecting the Charter School, including but not limited to, staffing, financial accountability, and curriculum.

- 2.3.8 Should the Charter Operator propose to enter into a contract with another entity to manage the charter school, the Charter Operator agrees to submit all information requested by BESE regarding the management arrangement, including a copy of the proposed contract and a description of the managing company, with identification of its principals and their backgrounds. Pursuant to the Pre-Opening Procedures (**Exhibit C**), the Charter Operator must meet the requirements set out in the Education Service Provider Contract Requirements, incorporated in this Agreement as **Exhibit D**.
- 2.3.9 The Board of Directors of each Charter Operator shall consist of the number of members required by BESE policy.
- 2.4 Age; Grade Range; Number of Students. The Charter Operator shall provide instruction to pupils in such grades and numbers in each year of operation under the Agreement as described in the Charter School's Enrollment Projection Table, incorporated in this Agreement as **Exhibit E**.
- 2.4.1 The Charter Operator must obtain written approval from LDE prior to commencing or continuing instruction where the total number of students enrolled is less than eighty-five percent (85%) of the projected enrollment or the total enrollment of the School is fewer than fifty (50) students, whichever number is greater. The LDE shall not unreasonably withhold such prior written approval.
- 2.4.2 The Charter Operator may make reasonable modifications as to the number of students in any particular grade and number of students within a class to accommodate staffing exigencies and attrition patterns, but may not eliminate a grade that the Charter School was scheduled to serve without written permission.
- 2.5 Student Recruitment and Enrollment. Enrollment in the School shall be conducted pursuant to an approved Student Recruitment and Enrollment Plan. The Student Enrollment Policies and Procedures for Type 5 Charter Schools in the Recovery School District (the "Student Enrollment Policies and Procedures") shall be incorporated in this Agreement as **Exhibit F**. The Charter Operator's Student Recruitment and Enrollment Plan must be in compliance with **Exhibit F** and applicable state law. In all cases, student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability, or need for special education services.
- 2.5.1 The Recovery School District may assign a student residing within reasonable proximity to the Charter School at any time after the Charter School's enrollment period and lottery have been conducted, if the Charter School has not reached capacity and does not have a waiting list and the Recovery School District operated schools have reached capacity. Reasonable proximity shall be defined by the Recovery School District. Capacity shall be defined by the Recovery School District, but in no event shall it be defined as exceeding the maximum enrollment set forth in the Charter School's Enrollment Projection Table, incorporated in this Agreement as **Exhibit E**. When defining capacity, the Recovery School District shall take into consideration the number of students the Charter Operator's school facility can accommodate and the necessity of hiring additional staff.

"Assign," for the purposes of this Paragraph, shall be defined as the referral of a student seeking to enroll in a school operated by the Recovery School District to the Charter School, contingent upon parental consent and completion of application materials required by the Charter School. The Charter School's obligation under the

provisions of this paragraph shall include the enrollment of a student referred to it by the Recovery School District, whose parent or legal guardian has completed all application materials necessary for enrollment in the Charter School. Notwithstanding the provisions of this paragraph, all law or charter school policy governing the admission of expelled students shall be applicable.

2.5.2 The Charter Operator shall participate in a common application form, process, and timeline, as may be approved by BESE for all RSD schools.

- 2.6 School Calendar; Hours of Operation. The days and hours of operation (defined for the purposes of this Paragraph as all days and hours which are identified as instructional time) of the Charter School shall not be materially less (defined for the purposes of this Paragraph as a decrease of five percent (5%) or more in total time) than those set forth in the Application; and in no event shall the days and hours of operation be less than the minimum required by La. R.S. 17:3996(B)(4).
- 2.7 Attendance. Attendance of students at the Charter School shall be in compliance with Louisiana's Compulsory Attendance Laws.
- 2.8 Student Conduct and Discipline. The Charter Operator shall implement a School-Specific Student Code of Conduct and Discipline Management Plan ("Student Discipline Plan") developed by the Charter Operator, which must be in compliance with applicable federal and state laws. The provisions of the Charter Operator's Student Discipline Plan concerning expulsions shall be in compliance with a Model Expulsion Policy adopted by the Recovery School District, incorporated in this Agreement as **Exhibit G**.
- 2.9 Pupil Progression Plan. The Charter Operator shall implement a Pupil Progression Plan ("Pupil Progression Plan"), which must be in compliance with applicable state law and regulation, and shall be incorporated in this Agreement as **Exhibit H**. The Charter Operator may adopt the Recovery School District Pupil Progression Plan. The Charter Operator shall annually submit its Pupil Progression Plan as required by the LDE.
- 2.10 Student Welfare and Safety. The School shall comply with all applicable federal and state laws concerning student welfare, safety, and health, including but not limited to, state laws regarding the reporting of child abuse, accident prevention, and disaster response, and any state regulations governing the operation of school facilities.
- 2.11 Nonsectarian Status. The charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.
- 2.12 Evaluation. The Charter Operator's performance shall be evaluated in conformance with the Framework for Evaluation of Louisiana Charter Schools ("Evaluation Framework"), incorporated in this Agreement as **Exhibit I**. For purposes of contract extension and revocation decisions, and other evaluations of the Charter School's performance, BESE will rely primarily on the performance standards set forth in the Evaluation Framework.
- 2.13 Curriculum. Subject to the conditions of this Agreement, the Charter Operator shall have the authority and responsibility for refining the design and implementation of its educational program in a manner that is consistent with state law, including but not limited to, requirements regarding content standards.
- 2.14 Student Records.

- 2.14.1 The Charter Operator shall comply with any and all recordkeeping requirements of BESE, state law, and regulation and shall provide to the RSD any reports necessary for BESE to meet its reporting obligations. Student records include, but are not limited to, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, standardized test results, and documentation required under federal and state law regarding the education of students with disabilities.
- 2.14.2 The Charter Operator shall comply with the Family Educational and Privacy Rights Act (FERPA), 20 U.S.C.A. 1232g.
- 2.14.3 If this Agreement is terminated, the charter is revoked or surrendered, or the school otherwise ceases to operate, all student records shall be immediately transferred to BESE or BESE's designee.
- 2.14.4 The Charter Operator shall provide for the transfer of the education records, including special education records, of any student who was enrolled at the school upon the written request of any authorized person on behalf of an educational facility within or outside of the state of Louisiana, where the student has become enrolled or is seeking enrollment.
 - 2.14.4.1 The transfer of such records, whether by mail or otherwise, shall occur not later than ten (10) business days from the date of receipt of the written request.
 - 2.14.4.2 If a student has been expelled, the transferred records shall include the dates of the expulsion and the reasons for which the student was expelled.
- 2.14.5 The Charter Operator shall maintain records of all students transferring into the charter school and withdrawing from the Charter School as required by the LDE.

2.15 Reporting.

- 2.15.1 The Recovery School District shall be considered the local education agency of the Charter Operator for all state and federal reporting requirements. As the local education agency of the Charter Operator, the Recovery School District shall be permitted access to all data that is maintained by the Charter Operator for the purpose of state and federal reporting and the operation of the Charter School.
- 2.15.2 The Charter Operator shall supply all reports, test results, and other information that is required under this Agreement, state law, and BESE policy and regulations in a timely manner. The Charter Operator shall supply all data requested by the LDE that is necessary in the management and operation of the RSD in a timely manner and in the manner prescribed by the LDE
- 2.15.3 The Charter Operator agrees to submit all reports and other information in the manner prescribed by BESE, which may include the use of a document storage and management system and an oversight and compliance management system.
- 2.15.4 The Charter Operator shall provide a report to parents of pupils enrolled in the Charter School, the community, and BESE indicating progress toward meeting the performance objectives as stated in the Evaluation Framework at the end of each semester.

- 2.16 Assessment of Pupil Performance and Procedures for Corrective Action. The Charter Operator will implement the plan for assessment of pupil performance, administration of statewide assessments, and procedures for corrective action contained in the Application and Charter School Evaluation Framework. Any material changes to these provisions may be made only with the approval of the RSD and the Charter School's Board of Directors. The Charter Operator agrees to implement any testing requirements necessary to meet the respective obligations of the Charter School, RSD, and BESE under applicable provisions of federal and state law and policy. The Charter Operator shall perform all student testing required by state and federal law and BESE policy and regulations, including but not limited to, those of the federal No Child Left Behind Act.
- 2.17 Education of Students with Exceptionalities. The Charter Operator will comply with all applicable requirements of federal and state law and BESE policy concerning the education of children with exceptionalities, including the requirements of the Individuals with Disabilities Act (20 U.S.C. 1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), La. R.S. 17:1941 et seq. and related provisions of the Student Enrollment Policies and Procedures (**Exhibit F**).
- 2.18 Volunteer Requirements. Any requirement that parents commit a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances. The Charter Operator shall not condition the enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or on otherwise donating volunteer hours to the School.
- 2.19 Oversight Authority. BESE shall have broad oversight authority over the Charter School pursuant to La. R.S. 17:1990 and 3981. All records established and maintained in accordance with the provisions of this Agreement, BESE policies and/or regulations, and federal and state law shall be open to inspection by BESE or its designees.
- 2.20 Site Visits. The Charter Operator shall allow representatives from BESE, the Louisiana Department of Education, the Louisiana Legislative Auditor, law enforcement officials, contracted evaluators or any other federal, state, or local regulatory agency to visit the school site at any time to inspect operations and performance and to ensure compliance with all applicable laws and regulations, the terms of this Agreement, and the terms of state and federal grants. During such site visits, the Charter Operator shall allow the visiting officials full and immediate access to its financial and educational records, reports, files, and documents of any kind.
- 2.21 Production of Documents. Representatives of the Charter Operator or the administrator of the charter school shall produce all documentation requested by BESE, the Department of Education, the Louisiana Legislative Auditor, law enforcement officials, contracted evaluators or any other federal, state, or local regulatory agency within three (3) business days of a request. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during site visits.
- 2.22 Services Required to be Provided. The Charter Operator agrees that the Charter School will provide the services set forth and in the manner specified as Services Required to Be Provided ("Required Services"), incorporated in this Agreement as **Exhibit J**, and subject to the terms and conditions specified therein.
- 2.23 Health and Safety. The Charter Operator shall provide appropriate health services and safety protections consistent with applicable law.

2.24 Non-Discrimination.

- 2.24.1 The Charter Operator agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; and the Americans with Disabilities Act of 1990.
- 2.24.2 The Charter Operator agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.
- 2.24.3 Any act of discrimination committed by the Charter Operator or its agents, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

2.25 Notification Requirements.

- 2.25.1 The Charter Operator shall immediately notify the LDE of any conditions that may cause it to vary from the terms of this Agreement, including the approved charter, or from state law or BESE requirements.
- 2.25.2 The Charter Operator shall immediately notify the LDE of any circumstance requiring the closure of the Charter School, including, but not limited to, a natural disaster, such as a hurricane, tornado, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility.
- 2.25.3 The Charter Operator shall immediately notify the LDE of the arrest of any members of the Charter School's Board of Directors, employees, contractors, subcontractors, or any person directly or indirectly employed by the Charter Operator for a crime listed in La. R.S. 15:587.1(C) or any crime related to the misappropriation of funds or theft.
- 2.25.4 The Charter Operator shall immediately notify the LDE of a default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more.
- 2.25.5 The Charter Operator shall immediately notify the LDE of any change in its standing with the Office of the Louisiana Secretary of State.
- 2.25.6 The Charter Operator shall immediately notify the LDE if its enrollment decreases by ten percent or more compared to the most recent pupil count submitted to the Department of Education and/or BESE.

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SECTION 3. SCHOOL FINANCIAL MATTERS

3.1 Funding.

- 3.1.1 Prior to the beginning of the new fiscal year, the Charter School Operator shall report enrollment projections for the upcoming school year in the manner prescribed by the LDE.
- 3.1.2 The Louisiana Department of Education will calculate state and federal funding pursuant to formulas developed by the RSD, which may include differentiated funding for certain students, including students identified as being eligible for special education services. All such calculations shall be consistent with the Charter School Fiscal Oversight Policy ("Fiscal Oversight Policy"), incorporated in this Agreement as **Exhibit K**. The Charter Operator shall remain subject to any amendments to the Fiscal Oversight Policy subsequent to the execution of this Charter Contract.
- 3.1.3 Except as otherwise provided herein, the Charter Operator shall be a local education agency for the purpose of applying for state and federal funds and shall be responsible for submitting its own consolidated application for federal funds. The RSD shall be the local education agency of the Charter Operator for the purpose of applying for E-Rate funding for technology infrastructure, as defined by the RSD. For all state and federal grant funds, schools under the jurisdiction of the RSD may seek such state and federal funds as the Charter Operator deems appropriate.
- 3.1.4 Monthly Minimum Foundation Program ("MFP") allocations will be transferred to the Charter School not later than the 25th of each month, and the first Minimum Foundation Program allocation shall occur in July 2008. The Charter School will report student, staff, and financial information in the manner prescribed by the LDE and allocations may be adjusted during the year, as necessary to reflect the actual student count, staff count, and prior year local revenues.
 - 3.1.4.1 The Louisiana Department of Education is permitted to withhold a percentage of each Charter School's MFP funds to provide administrative functions and services deemed necessary by the Recovery School District and the Louisiana Department of Education. Each fiscal year, the Recovery School District will provide Charter Operator a delineation of administrative functions and services to be provided to the Charter School by the Recovery School District and Louisiana Department of Education and the costs associated with these services in advance of the October 1st student count.
- 3.1.5 The continuation of this Charter Contract is contingent upon a legislative appropriation or allocation of funds necessary to fulfill the requirements of the Charter Contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Charter Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Charter Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- 3.1.6 No liability shall accrue to BESE, the Recovery School District, the Department of Education, the State of Louisiana, or any political subdivision of the state in the

event Paragraph 3.1.5 is exercised. Neither the State of Louisiana, nor BESE, nor the Recovery School District, nor the Department of Education shall be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph.

- 3.1.7 Notwithstanding the foregoing, the Charter Operator acknowledges that the LDE may, at its discretion, withhold funds to charter schools that do not submit requested data to Board staff, the Department of Education, and contracted evaluators by designated deadlines, provided that such deadlines shall have been provided to the Charter Operator in writing, via a policy or by any other means, in advance of any such withholding of funds.

3.2 Financial Accounting and Reporting.

- 3.2.1 The Charter Operator shall be responsible for the Charter School's operation, including the preparation of a budget. The Charter Operator shall comply with the provisions of La. R.S. 39:1301 through 1315 (Local Government Budget Act) and shall submit a budget directly to the State Superintendent of Education ("Superintendent") in a manner and at the times prescribed in the Fiscal Oversight Policy, incorporated in this Agreement as **Exhibit K**.
- 3.2.2 The Charter Operator shall clearly note on each budget it submits to the State Superintendent of Education the total amount of any surpluses of any public funds that have accrued. BESE reserves the right to compel the Charter Operator to submit a plan, subject to LDE approval, for the expenditure of any such surpluses and the implementation of the approved plan. The Charter Operator reserves the right to submit a long-term, multi-year plan, not to exceed the term of its charter or any renewal thereof.
- 3.2.3 The Charter Operator shall comply with all rules, guidelines, and regulations adopted by BESE and LDE prescribing forms and practices for budgeting, accounting, and financial reporting, including but not limited to, those prescribed in the Fiscal Oversight Policy (**Exhibit K**).
- 3.2.4 The Charter Operator shall conduct and submit to the LDE an annual independent audit to be conducted by a certified public accountant in accordance with La. R.S. 24:513 et seq., and 17:3996(F), the cost of which shall be borne by the Charter Operator.

3.3 Qualified and Competent Business Professional.

- 3.3.1 The Charter Operator shall retain for the duration of this Charter a Qualified and Competent Business Professional, as defined in BESE policy, to produce all financial and accounting information and reporting required by this Charter Contract, state law, and BESE policy and regulation, except the required annual audit, which must be performed by an independent auditor. The Qualified and Competent Business Professional shall affix his or her signature to every document he or she prepares, thereby validating its authenticity as his or her work product and thereby affirming that the information contained therein is true and accurate. All documents and reports submitted pursuant to this Paragraph shall contain the signature of the Qualified and Competent Business Professional, thereby affirming that the information contained therein is true and accurate.

- 3.3.2 The Charter Operator shall ensure that a Qualified and Competent Business Professional validates all pupil count reports submitted by the Charter Operator to the Department of Education and BESE.
- 3.3.3 The Charter Operator shall ensure that a Qualified and Competent Business Professional is responsible for validating all inventory reports submitted to BESE by the Charter Operator.
- 3.4 Tuition and Fees. The Charter Operator shall not charge any pupil tuition or an attendance fee of any kind.
- 3.5 Financial Records. All records of the Charter School are subject to inspection and production as set forth in this Agreement and as required by the Louisiana Public Records Act. If this Agreement is terminated, the charter is revoked or surrendered, or the school otherwise ceases to operate, the possession of all records of the school shall be immediately transferred to the LDE.
- 3.6 Assets.
- 3.6.1 Any assets acquired by the Charter Operator are the property of the Charter School for the duration of this Agreement and any renewal of the Agreement. If this Agreement is terminated, the charter is revoked or surrendered, or the school otherwise ceases to operate, all assets purchased with any public funds shall automatically revert to the full ownership of BESE.
- 3.6.2 If the charter school fails to open and serve pupils or closes for any reason, including the revocation of its Charter, the Charter Operator shall immediately refund all equipment and cash on hand attributable to state funding to the state; shall not pay any debts with such funds, whether incurred before or after the failure to open and serve pupils or the closure of the charter school; and shall make no other disposition whatsoever of such funds or equipment .
- In the event of a voluntary surrender of the Charter, the Charter Operator shall immediately refund all such equipment and cash on hand attributable to state funding to the state; shall not pay any debts with such funds, whether incurred before or after the failure to open and serve pupils or the closure of the charter school; and shall make no other disposition whatsoever of such funds or equipment, except as specifically permitted by BESE pursuant to a written agreement separate from this Charter School Contract and its Exhibits. If any such separate written agreement is negotiated between BESE and the Charter Operator, BESE shall consider the financial impact that Charter Operator's debts may have on other schools operated by the Charter Operator.
- 3.6.3 If the charter school fails to open and serve pupils or closes for any reason, the Charter Operator shall immediately refund all equipment and cash on hand attributable to federal funding to the appropriate division within the Department of Education, or to any other federal funding source, except as specifically permitted by BESE pursuant to a written agreement separate from this Charter School Contract and its Exhibits.
- 3.6.4 The Charter Operator shall maintain records of any assets acquired with any private funds that remain the property of the Charter Operator. If the Charter Operator's

accounting records fail to clearly establish whether a particular asset was purchased with public funds or private funds, ownership of the asset will revert to BESE.

- 3.6.5 The Charter Operator shall maintain a complete and current inventory of all school property in compliance with BESE policy and shall update the school property inventory quarterly.
 - 3.6.6 The Charter Operator shall be responsible for adequately safeguarding all assets purchased with any public funds and shall produce evidence of such upon request by BESE or its designee.
 - 3.6.7 The Charter Operator agrees to manage the school fund maintained pursuant to La. R.S. 17:414.3 and the amounts therein prior to the Charter School's conversion to a Type 5 charter school in accordance with the provisions of La. R.S. 17:414.3 and any policy adopted pursuant thereto.
- 3.7 Insurance. The Charter Operator shall provide and maintain such insurance as will protect the Charter Operator from claims under Worker's Compensation Acts, including but not limited to the Louisiana Workers' Compensation Act, and any other claims for damages or personal injuries including death that may arise from operations under this Agreement, whether such operation be by the Charter Operator directly or by any subcontractor, or by anyone directly or indirectly employed by either of them. Material revisions to the terms of the insurance plan may be made only with the approval of the LDE and the Board of Directors of the Charter School. Without limiting any obligations or liabilities of the Charter Operator under this Agreement, the Charter Operator shall provide and maintain during the course of this Agreement, at its sole cost and own expense, without reimbursement, minimum insurance coverage as follows:
- 3.7.1 Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Charter Operator's employees, and employers' liability insurance with a minimum limit of \$100,000.
 - 3.7.2 Comprehensive General Liability insurance with a minimum combined single limit of \$1,000,000 each occurrence.
 - 3.7.3 Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each occurrence with respect to the school's owned, hired, or non-owned vehicles, assigned to or used in performance of the services offered by the school. The insurance coverage provided herein shall not require the Charter Operator to purchase Comprehensive Automobile Liability Coverage, if such liability coverage is provided by a contracted transportation service provider, including a contractor providing school bus transportation.
 - 3.7.4 Property Insurance for buildings being used by the Charter Operator to fulfill the purposes of this contract and any contents purchased by the Charter Operator with state or federal funds. The property insurance obtained by the Charter Operator shall provide BESE or the State of Louisiana with the ability to file a claim for any loss of property purchased with state or federal funds.

If the Charter Operator is occupying a Recovery School District facility and if property and contents insurance is procured by the Recovery School District, through the State Office of Risk Management or otherwise, the Charter Operator shall be responsible for property and contents insurance premiums and for all

deductibles associated with any claim made under such insurance coverage. If the Charter Operator is occupying a school facility with one or more schools, the Charter Operator shall be responsible for its pro-rata share of property and contents insurance premiums. The Charter Operator shall be responsible for all property and contents insurance premiums based on the Charter Operator's length of occupancy of the school facility, with such premiums reflecting the number of months that the Charter Operator occupies the school facility. If property insurance is procured through the State Office of Risk Management, all deductibles shall be in accordance with the Office of Risk Management's policy in effect at the time of the occurrence giving rise to a claim.

3.7.5 Errors and Omissions Liability Insurance conforming to the following requirements:

- i. Errors and Omissions Liability Insurance shall cover the Charter Operator for those sources of liability arising out of the rendering or failure to render professional services in the performance of this agreement, including all provisions regarding financial management and indemnification.
- ii. The insurance shall be subject to a maximum deductible not to exceed \$10,000 per claim.
- iii. The minimum limits to be maintained by the Charter Operator shall be no less than \$1,000,000 per claim/annual aggregate.

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SECTION 4. PERSONNEL

- 4.1 Employment Matters. The Charter Operator shall employ and contract with necessary personnel. It shall implement a personnel policy that addresses such issues as hiring of personnel, terms of employment, and compensation consistent with that contained in the Charter Application. The parties agree that teachers and other staff employed by the Charter Operator are not employees of BESE. The Charter Operator shall complete and submit to BESE the Collective Bargaining Option Form, incorporated in this Agreement as **Exhibit L**. The Charter Operator shall also complete and submit to BESE the Teachers' Retirement System of Louisiana Option Form, incorporated in this Agreement as **Exhibit O**.
- 4.2 Instructional Providers. The Charter Operator shall employ or otherwise utilize in instructional positions only those individuals who are credentialed in accordance with applicable federal and state law, rules, and regulations, including the federal No Child Left Behind Act.
- 4.3 Paraprofessionals. Paraprofessionals, as defined in the federal No Child Left Behind Act, employed by the School shall meet all credentialing requirements imposed by applicable federal and state law, rules, and regulations, including the federal No Child Left Behind Act.
- 4.4. Criminal History Review.
 - 4.4.1 No person who has been convicted of, or who has pleaded *nolo contendere* to a crime listed in La. R.S. 15:587.1(C) shall be hired for a position of supervisory or disciplinary authority over school children by a public charter school or public school system, unless approved in writing by a district judge and the district attorney of the parish. For the purposes of this Paragraph, any person employed to provide cafeteria, transportation, or janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services, shall be considered to be hired by the charter school.
 - 4.4.2 No person employed or otherwise associated with the charter school, including any contact person listed on the charter school application or any member of the management board, who has been convicted of, or who has pleaded *nolo contendere* to a crime related to misappropriation of funds or theft, shall be engaged in direct processing of charter school funds.
 - 4.4.3 The Charter Operator shall adhere to all policies/procedures adopted by BESE concerning criminal history review for public school employees, as well as other persons associated with the charter school who are engaged in direct processing of charter school funds.
 - 4.4.4 A criminal history review through the Louisiana Department of Public Safety and Corrections, Office of State Police, Bureau of Criminal Identification, shall be administered. The criminal history review shall include a fingerprint check and simultaneous FBI check. All costs associated with the criminal history review shall be the responsibility of the entity granted the charter, although the Charter Operator may assign the responsibility to those persons undergoing the criminal history review.

SECTION 5. CHARTER TERM, RENEWAL & REVOCATION

5.1 Three-Year Term. This Charter School Contract shall be effective upon complete execution for an initial term of three years and will terminate on June 30, 2011, unless BESE grants the Charter Operator a two-year extension of the Charter School Contract pursuant to La. R.S. 17:3992 and 17:3998.

5.2 Two-Year Extension.

5.2.1 BESE shall conduct a Third-Year Evaluation of the Charter School based on site visits, the Charter School's annual performance reports, and any other information BESE deems relevant and necessary to making a contract extension decision pursuant to La. R.S. 17:3992 and 17:3998(A)(2) and BESE policy.

5.2.2 The Charter Contract shall be extended for a period of two (2) fiscal years if BESE determines that the charter school is meeting the student, financial, and legal, and contract standards set forth in the Evaluation Framework incorporated as **Exhibit I**.

5.2.3 BESE may require, as a condition of an extension, that the Charter Operator amend its charter and/or take appropriate corrective action to remedy any material deficiencies that BESE identifies.

5.2.4 If BESE grants the Charter Operator a two-year extension of this Agreement, the extension will terminate on June 30, 2013.

5.3 Renewal. Upon completion of the charter school's fifth year of operation, the Charter Contract may be renewed at the discretion of BESE pursuant to applicable provisions of Title 17, Chapter 42, of the Louisiana Revised Statutes and BESE policy.

5.4 Revocation.

5.4.1 As provided by law, BESE may terminate or revoke this Agreement at any time upon a determination and affirmative vote by a majority of BESE that the Charter Operator, its board members, officers or employees did any of the following:

- i. Committed a material violation of any of the conditions, standards, or procedures provided for in the approved charter.
- ii. Failed to meet or pursue within the agreed timelines any of the academic or other educational results specified in the approved charter.
- iii. Failed to meet generally accepted accounting standards of fiscal management.
- iv. Violated any provision of law or policy applicable to a charter school, its officers, or employees.

5.4.2 This Charter Contract may be terminated immediately and the Charter revoked if BESE determines that the health, safety, or welfare of students is threatened. BESE must provide written notice of termination, which shall include its findings and basis for termination. The termination and revocation shall be effective upon receipt of the notice of termination by the Charter Operator.

5.5 Mandates in Recovery School District Law. This Charter Contract shall be subject to the provisions of the Recovery School District law with respect to the return of schools to the administration and management of the transferring school system.

5.6 Dissolution. The Charter Operator shall have adopted an approved dissolution plan ("Dissolution Plan") within one year of the effective date of this Agreement.

5.6.1 BESE will promulgate a model Dissolution Plan that it shall pre-approve for adoption by the Charter Operator. In the alternative, the Charter Operator may develop and submit a School-Specific Dissolution Plan for approval. BESE may require the Charter Operator to modify a School-Specific Dissolution Plan, but approval will not be unreasonably withheld.

5.6.2 In the event that the Charter School should cease operations for any reason, including termination of this Agreement, surrender, revocation, or non-renewal of the Charter, or dissolution of the non-profit corporation, the Board of Directors of the Charter School shall have direct responsibility for carrying out the dissolution of the school and disposition of assets in accordance with the Dissolution Plan and applicable law. BESE shall, at its discretion, have authority to supervise, oversee, or direct the dissolution of the business and affairs of the charter school.

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SECTION 6. MISCELLANEOUS

- 6.1 Entire Agreement. The Charter Operator and BESE intend this Agreement, including all of the Exhibits, to represent a final and complete expression of their contract, which shall be considered the school's Charter; except that the parties recognize that amendments to this Agreement may be approved from time to time hereafter. All prior representations, understandings, and discussions are merged herein, and no course of prior dealings between the parties shall supplement or explain any terms used in this document.
- 6.2 Notice. Any notice required or permitted under this Agreement shall be in writing and shall be effective immediately upon personal delivery (subject to verification of service or acknowledgment of receipt) or three (3) days after mailing when sent by certified mail, postage prepaid, to the following:

In case of the Charter Operator:

President or Chair of Board of Directors of Charter Operator
Akili Academy of New Orleans

In the case of the Board of Elementary and Secondary Education:

Weegie Peabody, Executive Director
Board of Elementary and Secondary Education
P.O. Box 94064
Baton Rouge, LA 70804

6.3 Indemnification and Disclaimer of Liability.

- 6.3.1 The parties acknowledge that the Charter Operator is not acting as the agent of, or under the direction and control of BESE, except as required by law or this Agreement and that BESE does not assume liability for any loss or injury resulting from the acts or omissions of the Charter School, its directors, trustees, agents, or employees.
- 6.3.2 The Charter Operator acknowledges that it is without authority to extend the faith and credit of BESE to any third party. The Charter Operator shall clearly indicate to vendors and other entities and individuals outside BESE that the obligations of the Charter Operator under agreement or contract are solely the responsibility of the Charter Operator and are not the responsibility of BESE.
- 6.3.3 The Charter Operator shall defend, indemnify, and hold harmless the State of Louisiana, BESE, the Recovery School District, the Department of Education, its officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to, attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the State, BESE, the Recovery School District or the Department of Education by third parties on account of any negligence, intentional tort, criminal activity, or other violation of law of the Charter Operator, its employees, agents or assigns. The provisions or limits of insurance required under this contract shall not limit the liability of the Charter Operator.
- 6.3.4 This Agreement is not an employment contract. No officer, employee, agent, or subcontractor of the Charter Operator or the School is an officer, employee, or agent

of BESE, the Recovery School District, the Department of Education, or the State of Louisiana.

- 6.3.5 The parties acknowledge that neither BESE, nor the Recovery School District, nor the Department of Education, nor the State of Louisiana are liable for the debts or financial obligations of the Charter Operator or the Charter School.
- 6.3.6 The parties acknowledge that, pursuant to La. R.S. 17:3993, BESE and its members individually are immune from civil liability for any damages arising with respect to all activities related to the operation of any type of charter school they may authorize as a chartering authority.
- 6.4 Waiver. The parties agree that either party's failure to insist on strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 6.5 Assignment. No right or interest in this Agreement shall be assigned by anyone on behalf of the Charter Operator without prior written approval of BESE and delegation of any contractual duty of the Charter Operator shall not be made without prior written approval of BESE, which approval may be given or withheld at the sole discretion of BESE. A violation of this provision shall be grounds for immediate termination of this Agreement and revocation of the Charter.
- 6.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana and all applicable federal laws of the United States.
- 6.6.1 The parties intend that where this Agreement references federal or state laws, that they be bound by any amendments to such laws upon the effective date of such amendments.
- 6.6.2 The Charter Operator shall comply with all federal and state laws and regulations applicable to Type 5 charter schools, and all requirements imposed by BESE policy and regulation. The Charter Operator shall conform, in all respects, with the educational standards contained in its Application and this Agreement.
- 6.7 Severability. The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Agreement shall remain in effect unless otherwise terminated by one or both of the parties.
- 6.8 No Third Party Beneficiary. The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to BESE and the Charter Operator. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.
- 6.9 Counterparts; Signature by Facsimile. This Agreement may be signed in counterparts, which shall together constitute the original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.
- 6.10 Material Amendment. Any material amendment to this Agreement will be effective only with approval of both BESE, or its designee, and the Charter School's Board of Directors.

6.10.1 The Charter Operator will submit any proposed Material Amendment to BESE in accordance with guidance of BESE and/or the LDE.

6.10.2 Changes to the Agreement that constitute Material Amendments include, but are not limited to, the following:

- Changes in legal status; ownership; or management, including the structure of the governing board.
- Changes in the school's mission.
- Enrollment in excess of 120% of the total number of students authorized in the approved Application.
- Changes in grade levels served.
- Changes in school location (change of site and/or adding or deleting sites).
- Changes in the school calendar resulting in the number of days and hours of instruction being materially less, as defined in Paragraph 2.6, than those set forth in the Application.
- Changes in admission procedures.
- Changes in Special Education procedures.
- Changes in curriculum or methodology.
- Changes in the method(s) used to measure pupil progress.
- Changes in signing authority for the Charter School.
- Changes in BESE regulations promulgated after the effective date of this Charter Agreement only if such changes apply exclusively to Type 5 charter schools and patently contradict any provision of this Charter Agreement.
- Change in option expressed in Exhibits L.

6.11 Non-Material Amendment. A Non-Material Amendment of this Agreement may be made effective by the Charter Operator through written Notification to BESE.

6.11.1 The Charter Operator will notify BESE of any proposed Non-Material Amendment in accordance with guidance to be promulgated by BESE.

6.11.2 A Non-Material Amendment by the Charter Operator will be effective ten (10) days following Notification, unless BESE notifies the Charter Operator that it objects to the proposed Amendment. A non-material amendment by BESE via BESE regulations or policies or any amendments thereto will be effective immediately unless a different effective date is stated therein.

6.11.3 Non-Material Amendments to the Agreement are limited to the following:

- Changes to the mailing address, telephone, and/or fax number of the Charter School.
- Changes to the contact person located at the Charter School site.
- Amendments to the Charter Operator's bylaws.
- Change in option expressed in Exhibit O, as permitted therein.
- BESE regulations and policies other than those described in Section 6.10.2 of this Charter Agreement.

6.12 Other Amendments. The Charter Operator shall report to BESE any Amendment to this Charter Contract not specifically listed in Paragraphs 6.10.2 or 6.11.3 and a determination will be made as to whether the amendment constitutes a material amendment requiring BESE approval as set forth in Paragraph 6.10.

- 6.13 Order of Precedence. In the event that any part of **Exhibit A** (the Charter Operator's Application) conflicts with any provision in Sections 1 through 6 of this Charter School Contract and/or with any provision in Exhibits B through O, including any documents submitted pursuant to said exhibits, the provisions of this Charter School Contract and Exhibits B through O, including any documents submitted pursuant to said exhibits, shall take precedence over Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

**LOUISIANA STATE BOARD OF ELEMENTARY
AND SECONDARY EDUCATION:**

By: Linda M. Johnson
BESE PRESIDENT

5/13/08
DATE

CHARTER OPERATOR:

By: A. M. Stakeborn
CHAIR/PRESIDENT

4/27/08
DATE

Andrew M. Stakeborn on
behalf of Akili Academy
of New Orleans

**CHARTER SCHOOL CONTRACT
FOR
TYPE 5 CHARTER SCHOOLS IN THE LOUISIANA RECOVERY SCHOOL
DISTRICT**

TABLE OF EXHIBITS

Exhibit A: Approved Charter Application
Exhibit B: Facility Assignment Plan
Exhibit C: Pre-Opening Procedures
Exhibit D: Education Service Provider Contract Requirements
Exhibit E: Enrollment Projection Table
Exhibit F: Student Enrollment Policies and Procedures
Exhibit G: Model Expulsion Policy
Exhibit H: Pupil Progression Plan
Exhibit I: Alternate Framework for the Evaluation of Louisiana Charter Schools
Exhibit I.1: Framework for the Evaluation of Louisiana Charter Schools Excerpt
Exhibit J: Services Required to Be Provided
Exhibit K: Fiscal Oversight Policy
Exhibit L: Collective Bargaining Option
Exhibit M: Disclosure of Financial Interest and Conflict of Interest Form (for prospective
Charter School Board Members)
Exhibit N: Affirmation of Eligibility to Serve (for prospective Charter School Board Members)
Exhibit O: Teachers' Retirement System of Louisiana Option
Exhibit P: Student Code of Conduct and Discipline Management Plan

CHARTER SCHOOL CONTRACT: EXHIBIT B

FACILITIES ASSIGNMENT PLAN FOR TYPE 5 CHARTER SCHOOLS IN THE LOUISIANA RECOVERY SCHOOL DISTRICT

The Recovery School District ("RSD") has the right to use any school building and all facilities and property otherwise part of a school that has been placed in the RSD's jurisdiction. La. R.S. 17:1990(B)(4). Pursuant to this authority, RSD intends to make facilities available to Charter Operators of Type 5 charter schools.

I. Selection

The RSD, at its sole discretion, will make facilities available to individual Charter Operators of Type 5 charter schools. The following considerations will guide the exercise of RSD discretion:

- a. Facility Readiness. RSD will make available only facilities that it reasonably believes will be ready for occupancy at or near the charter school's scheduled start date. In determining readiness, RSD will consider necessary repairs and renovations, code compliance, and occupancy health and safety.
- b. Building Capacity & Design. RSD will consider how building capacity and design align with grade levels to be served, projected enrollment, and program-specific needs in evaluating the appropriateness of a facility for a particular Charter Operator.
- c. Community Need. RSD will consider the neighborhood population a facility is likely to serve to the extent that
 - i. an approved Application identifies a particular community or neighborhood preference and a compelling demand or need for the school in that community; *or*
 - ii. RSD identifies a community or neighborhood that it determines is particularly likely to benefit from a Charter Operator's proposed educational program.
- d. Temporary Facility. In the event that RSD and the Charter Operator do not agree on selection of a facility, RSD may make facilities available to the Charter Operator on an interim basis if doing so will enable the school to open pending identification of a permanent facility.

Regardless, of the foregoing, RSD has sole discretion regarding facilities selection and has no obligation to make a facility available to a Charter Operator. The RSD reserves the right to place two or more schools in a facility bearing in mind the above enumerated guidelines for selection.

A Charter Operator may, at any time, make facilities arrangements for a non-RSD facility provided the facility complies with relevant health and safety provisions and other applicable law.

CHARTER SCHOOL CONTRACT: EXHIBIT B

II. Occupancy

- a. RSD Facility. Occupancy of an RSD facility will be subject to a negotiated lease agreement between Louisiana Department of Education, the Recovery School District, and the Charter Operator. Ordinarily, the lease will include the following provisions:
 - i. A lease term as determined by the RSD.
 - ii. Use of the physical property, including but not limited to furniture, equipment and supplies, located in the facility will convey to the Charter Operator for the duration of the lease. In the event that two or more schools are sharing a facility, each school shall share physical property located in common areas, including, but not limited cafeterias, auditoriums, etc.
 - iii. Physical property shall remain, at all times, the property of the RSD.
 - iv. Repair and replacement of physical property shall be the sole responsibility of the Charter Operator for the duration of the Charter School's occupancy and throughout the term of the facility lease.
 - v. The Charter Operator shall be responsible for and obligated to provide for routine maintenance and repair such that the facilities and property are maintained in as good condition as when the right of use was acquired, excluding ordinary wear.
 - vi. The Charter Operator will not be required to provide extensive repair to buildings or facilities that would be considered a capital expense, in accordance with rules and policies adopted by BESE.
- b. Non-RSD Facility. To occupy a non-RSD facility, a Charter Operator must meet all Non-RSD Facility requirements set out in the Pre-Opening Procedures for Type 5 Charter Schools (Charter Contract, Exhibit C). Pre-Opening Procedures include, but are not limited to, timely submission of the following documentation for RSD approval:
 - i. physical address;
 - ii. lease or memorandum of understanding;
 - iii. proof of school zoning permission; and
 - iv. inspection report;
 - v. if renovations or improvements are necessary to occupy the facility,
 1. a facility improvement plan that identifies the work to be performed, costs, timelines and project manager, and
 2. a financial plan that identifies how the improvements will be funded.

Occupancy of a non-RSD facility will be subject at all times to RSD monitoring for compliance with the terms of the Charter Contract including all relevant health and safety provisions.

CHARTER SCHOOL CONTRACT: EXHIBIT C PRE-OPENING PROCEDURES FOR TYPE 5 CHARTER SCHOOLS FEBRUARY 2008

The Louisiana Department of Education and the Recovery School District are committed to ensuring the successful and on-time opening of new charter schools. Toward that end, LDE and RSD staff will monitor and assess each school's readiness to open. The chart below outlines specific tasks, based on Louisiana charter school law as well as laws applying to all public schools, which the charter school's governing board and leadership must fulfill to demonstrate that it is fully prepared to open and serve students well.

All documentation described below should be sent to:

Louisiana Department of Education
Charter Schools Office
1201 North 3rd Street
Room 4-326
Baton Rouge, Louisiana 70804

ATTN: Patricia McFarland

Failure to submit documentation in a sufficient/timely manner may result in the LDE taking action to prohibit the opening of the school. Additional documentation may be required prior to the opening of the school-year. LDE or RSD staff will contact schools directly for any additional information requirements and/or changes to the below list.

CATEGORY	TASK	STATUTORY REFERENCE GUIDING DOCUMENTS	DUE DATE	STATUS/NOTES	APPROVED
ENROLLMENT AND ADMISSIONS	Submit Board approved Enrollment Policy for LDE approval. (Note: The student enrollment process may NOT begin until LDE has approved the school's enrollment policy.)	§ 3991(C)(1) LDE's Student Enrollment Policies and Procedures for Type 5 Charter Schools, Exhibit F	March 14		
	Submit five-year enrollment projections, including expansion plans for grades and total enrollment.	Charter School Contract: Exhibit E, (Enrollment Projection Table)	March 14		
	Submit roster of enrolled students, including name, address, grade and prior school attended.	Use LDE's Roster for Student Admission in Type 5 Charter School, 2008 -2009 School Year	August 1		

CHARTER SCHOOL CONTRACT: EXHIBIT C
PRE-OPENING PROCEDURES FOR
TYPE 5 CHARTER SCHOOLS

CATEGORY	TASK	STATUTORY REFERENCE GUIDING DOCUMENTS	DUE DATE	STATUS/NOTES	APPROVED
GOVERNANCE	Submit Board of Director officer appointments (Chair/President, Treasurer, etc).		March 14		
	Submit schedule of Board Meetings (including date, time, and location) for the 2008-2009 school year.		March 14		
	Submit Proof of Non-Profit Status	§ 3991(A)(1)(a) Charter School Contract	March 14		
	Submit a resume, disclosure of financial interest, and conflict of interest statement, confirmation of completed background checks, and affirmation of eligibility to serve for each member of the Board of Directors.	§ 3991(A)(1)(c) Use LDE Forms: Charter School Contract Exhibit M (Disclosure of Financial Interest and Conflict of Interest) and Exhibit N (Affirmation of Eligibility to Serve)	March 14 and upon addition of new board members		
	Submit Board-approved Bylaws with conflict of interest policy for LDE approval		March 14		
	Submit documentation of Board Orientation and Training (including background and expertise of organization providing training, dates, and topics). Verification of participation may be requested from service provider.		March 14		
	Proof of application for Federal Tax Exempt Status	See Internal Revenue Service website	March 14		
	Submit proof of Federal tax exemption status	See Internal Revenue Service website	May 2 or upon completion		
	Charter school contract signed by Nonprofit Corporation Board President		April 15		

CHARTER SCHOOL CONTRACT: EXHIBIT C
PRE-OPENING PROCEDURES FOR
TYPE 5 CHARTER SCHOOLS
FEBRUARY 2008

CATEGORY	TASK	STATUTORY REFERENCE GUIDING DOCUMENTS	DUE DATE	STATUS/NOTES	APPROVED
EDUCATIONAL PROGRAM	Submit Board-approved mission statement.		March 14		
	Submit Student Handbook to LDE for review and approval		May 2		
	Submit Board-approved Code of Conduct to LDE for approval. Code of conduct shall include, but not be limited to, student discipline policies, suspension and expulsion policies and dress code.		May 2		
	Submit school calendar, including official start date for the 2008-2009 school year.		May 16		
ADMINISTRATION AND STAFF	Submit resume for Principal and emergency contact information.		August 1		
	Submit roster of staff roster that details teaching qualifications, including certification and federal NCLB "highly qualified teacher requirements" for teachers of core academic subjects.	§ 3991(C)(6)(b); Charter School Contract Use LDE's Staff Roster for Type 5 Charter Schools, 2008-2009 School Year.	August 1		
	Submit written documentation that criminal background checks have been completed on all school staff and volunteers that come into direct contact with the school's students.	§ 3991(E)(5)(a)	August 1		

CHARTER SCHOOL CONTRACT: EXHIBIT C
PRE-OPENING PROCEDURES FOR
TYPE 5 CHARTER SCHOOLS
FEBRUARY 2008

CATEGORY	TASK	STATUTORY REFERENCE GUIDING DOCUMENTS	DUE DATE	STATUS/NOTES	APPROVED
MANAGEMENT CONTRACT	Submit Management Contract (if applicable) for LDE compliance review.	Charter School Contract, Exhibit D (Education Service Provider Contract Requirements)	March 14		
BUDGET	Submit budget, with detailed assumptions for ALL revenues and expenditures, for the first year of operation. (Note: The fiscal year for the first year of operation is July 1, 2008 through June 30, 2009.)	§3996(G) Charter School Contract USE LDE's Budget Forms	May 16		
	Submit monthly cash flow projection for the first year of operation.	Charter School Contract USE LDE's Budget Forms	May 16		
	Submit five-year budget, including general assumptions used to project budget (i.e. changes in enrollment, number of teachers, projected increase in revenue or expenditures, salary increases, etc)	Charter School Contract Use LDE's Budget Forms	May 16		
	Submit Federal Charter Schools Program Grant Application		Upon completion		

CHARTER SCHOOL CONTRACT: EXHIBIT C
PRE-OPENING PROCEDURES FOR
TYPE 5 CHARTER SCHOOLS
FEBRUARY 2008

CATEGORY	TASK	STATUTORY REFERENCE GUIDING DOCUMENTS	DUE DATE	STATUS/NOTES	APPROVED
FINANCIAL MANAGEMENT	Submit W-9 and Electronic Fund Transfer (EFT) Enrollment Form	See Division of Administration – Office of Statewide Reporting and Accounting Policy for specific instructions.	May 2		
	Submit documentation of engagement of a Certified Public Accountant to conduct an independent financial audit. Include a detailed description of services to be provided.	LA-R.S. § 17:3996(F) Charter School Contract	May 2		
	Submit resume and qualifications for individual(s) to provide the business services for the school including a detailed job description for the position responsible for the daily collection of financial data.		Aug 1		

CHARTER SCHOOL CONTRACT: EXHIBIT C
PRE-OPENING PROCEDURES FOR
TYPE 5 CHARTER SCHOOLS
FEBRUARY 2008

CATEGORY	TASK	STATUTORY REFERENCE GUIDING DOCUMENTS	DUE DATE	STATUS/NOTES	APPROVED
NON-RSD FACILITY	Submit location address, lease agreement and zoning, land and building use permits	Charter School Contract: Exhibit B (Facilities Assignment Plan)	June 27		
NON-RSD FACILITY	Submit inspection reports (fire, health, city building)	Charter School Contract: Exhibit B (Facilities Assignment Plan)	June 27		
SCHOOL FACILITY AND BUILDING SAFETY	Submit Safety and Emergency Plan		August 1		
NUTRITION SERVICES	Submit documentation of Food Service and Nutrition Program.		August 1		
TRANSPORTATION	Submit transportation plan.	Charter School Contract: Exhibit J (Services Required to Be Provided)	August 1		
INSURANCE	Submit evidence of insurance coverage.	Charter School Contract	June 27		

Questions regarding requirements outlined above should be addressed to Patricia McFarland at 225-342-3640 or at patricia.mcfarland@la.gov

CHARTER SCHOOL CONTRACT: EXHIBIT D

EDUCATION SERVICE PROVIDER CONTRACT REQUIREMENTS

In the event the Charter Operator intends to contract with a third party for comprehensive school management or operations services ("Service Agreement"), the following requirements must be met by the Charter Operator prior to opening:

- I. Required Provisions of Bylaws. The bylaws of the Charter School shall provide that the Charter School may not enter into any contract for comprehensive school management or operations services ("Service Agreement") without first submitting such Service Agreement to the State Board of Elementary and Secondary Education for review and approval.
- II. Submission of Service Agreement. The Service Agreement shall be submitted to BESE no later than 30 days prior to its effective date. If BESE determines that the Service Agreement does not comply with the provisions set forth in Section III ("Required Terms of Service Agreement") of this Exhibit, or that the Charter Operator's entering into the Service Agreement would otherwise be in violation of the conditions set forth in this Exhibit, any other part of the Charter School Law or the school's Charter School Contract, then BESE shall notify the Charter Operator within twenty (20) days, stating with particularity the grounds for its objections. In such event, the Charter School shall not enter into the Service Agreement unless and until the deficiencies noted by BESE have been remedied to BESE's reasonable satisfaction.
- III. Required Terms of Service Agreement. The Service Agreement shall include, without limitation, the following Required Terms:
 - a. The Service Agreement shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter School Contract.
 - b. The Service Agreement shall describe the specific services for which the Service Provider is responsible and shall clearly delineate the respective roles and responsibilities of the Service Provider and the Charter Operator in the management and operation of the Charter School, including development, approval and oversight of the Charter School's budget; development, approval and oversight of the Charter School's curriculum; and oversight of the Service Provider's services.
 - c. The Service Agreement shall expressly provide that the Charter Operator retains, at all times, ultimate responsibility for the Charter School's budget and curriculum.
 - d. The Service Agreement shall include procedures by which the Service Provider will be accountable to the Charter Operator including expressly addressing how the Charter Operator will evaluate and hold the Service Provider accountable in relation to the performance requirements set out in the School Evaluation Framework.

CHARTER SCHOOL CONTRACT: EXHIBIT D

- e. The Service Agreement shall be terminable by the Charter Operator, in accordance with its established termination procedures: (a) upon default by the Service Provider, including without limitation any act or omission of the Service Provider that causes a default under the Charter School Contract or that causes the Charter Operator or Charter School to be in violation of the Charter Schools Law; or (b) for other good cause as agreed by the Charter Operator and the Service Provider.
- f. The Service Agreement shall require that the Service Provider furnish the Charter Operator with all information deemed necessary by the Charter Operator or the RSD for the proper completion of the budget, quarterly reports, or Financial Audits, required under Section 3 ("School Financial Matters") of the Charter School Contract.
- g. The Service Agreement shall provide that all financial reports provided or prepared by the Service Provider shall be presented in the format prescribed by BESE or, if BESE has not prescribed a format, in GAAP/FASB approved nonprofit format.
- h. The Service Agreement shall provide that all employees or contractors of the Service Provider who have direct, daily contact with students of the Charter School shall be subject to criminal background check requirements pursuant to LA-R.S. 17:3991(E)(5), to the same extent as employees of the Charter School.
- i. The Service Agreement shall contain provisions requiring compliance with all requirements, terms and conditions established by any Federal or State funding source.
- j. The Service Agreement shall provide that the Charter Operator retains responsibility for selecting and hiring the auditor for the independent annual audit required by Section 3 ("School Financial Matters") of the Charter School Contract.
- k. The Service Agreement shall provide that Louisiana law governs any legal proceeding arising out of a dispute between the Charter Operator and the Service Provider.
- l. The Term of the Service Agreement shall not exceed the term of the school's charter or Charter School Contract.

IV. Financial Reporting.

- a. **Budget.** The budget prepared by the Charter Operator pursuant to Section 3 of the Charter School Contract shall include, without limitation, the following itemized information:
 - i. All expenses and anticipated expenses associated with the operation and management of the Charter School.

CHARTER SCHOOL CONTRACT: EXHIBIT D

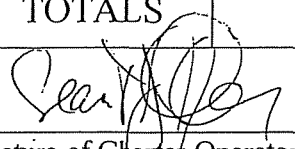
- ii. All contract payments, lease payments, management fees, administrative fees, licensing fees, expenses and other amounts paid to the Service Provider or otherwise paid pursuant to the Service Agreement by the Charter School. Such reporting should make clear the sources of revenue on which fees are based.
 - iii. All loan repayments for any loans made to the Charter Operator by the Service Provider, including separate line items for interest, principal and premium, if any, on such loan repayments.
 - iv. All investments in the Charter School or Charter Operator by the Service Provider, including the expected returns on equity for such investments.
 - b. **Quarterly Financial Statements.** Quarterly financial statements filed by the Charter Operator pursuant to the Charter School Fiscal Oversight Policy, Exhibit I of the Charter Contract, shall reflect the school's entire financial operations, including an itemized accounting of all amounts paid to the Service Provider or otherwise paid for the Contract Services, which amounts shall be itemized in a manner that clearly corresponds with those categories provided in the Charter School's annual budget or the Service Agreement.
 - c. **Annual Audit.** The Financial Audits required under Section 3 ("School Financial Matters") of the Charter School Contract shall include review of all fees and payments made by the Charter Operator to the Service Provider.
 - d. **Reporting of Loans and Investments.** All loans to, or investments in, the Charter Operator or the Charter School by the Service Provider must be evidenced by appropriate documentation, either in the contract between the Charter School and the Service Provider, or through separate agreements. In the case of investments, such documentation shall explain how the investment shall be treated on the books of the Charter Operator and shall clearly state the Service Provider's expected return on equity.
- V. **Construction.**
- Nothing in this Exhibit shall be construed to waive or otherwise limit the obligation of the Charter Operator to provide information otherwise required to be reported by the Charter School under the Charter Schools Law or the Charter School Contract.

CHARTER SCHOOL CONTRACT: EXHIBIT E

**ENROLLMENT PROJECTION TABLE
CHARTER SCHOOL CONTRACT**

Name of Charter School: **Akili Academy of New Orleans**

Grade Level	Year 1 July 2008 - June 2009	Year 2 July 2009 - June 2010	Year 3 July 2010 - June 2011	Year 4 July 2011 - June 2012
K	60	60	60	60
1	60	60	60	60
2		60	60	60
3			60	60
4				60
5				
6				
7				
8				
9				
10				
11				
12				
TOTALS	120	180	240	300



Signature of Charter Operator's
Authorized Representative

4/27/08

Date

File original with:

Louisiana Board of Elementary and Secondary Education (BESE)
Suite 5-190
1201 North 3rd Street
Baton Rouge, Louisiana 70802
ATTN: Executive Director

CHARTER SCHOOL CONTRACT: EXHIBIT F

STUDENT ENROLLMENT POLICIES AND PROCEDURES FOR TYPE 5 CHARTER SCHOOLS IN THE RECOVERY SCHOOL DISTRICT

FEBRUARY 2008

The State Board of Elementary and Secondary Education (BESE) and the Recovery School District (RSD) are committed to ensuring that the student enrollment process across all charter schools is **fair, transparent** and **accessible** to all students and families interested in attending a charter school.

The following describes the student enrollment process, both in terms of policies and procedures, for new charter schools within the RSD.

ENROLLMENT POLICY

The Board of Directors must adopt a written student enrollment policy. The policy should include:

- Five-year enrollment plan (including expansion plan for additional grades and number of students served);
- A non-discrimination assurance;
- Eligibility and application requirements (including ages/grades at which the school enrolls, or does not enroll, new students);
- Marketing/outreach/recruitment timeline and activities;
- Due dates for application materials;
- Lottery date and process;
- Instructions for accepting admission if chosen in the lottery; and
- Waitlist procedures.

The Louisiana Department of Education (LDE) will review the school's approved enrollment policy and any application materials (i.e. written application, recruitment flyer) to ensure consistency with the Louisiana charter school law.

Non-Discrimination Requirement

Charter schools that operate within the Recovery School District are public schools and are open to all students eligible for enrollment in a public school in Orleans Parish. Charter schools may **not** discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or in a foreign language, or academic achievement in admitting students, nor may charter schools set admissions criteria that are intended to discriminate or that have the effect of discriminating on any of these bases.

ENROLLMENT PERIOD

The Charter Operator shall participate in a common application form, process, and timeline, as may be approved by BESE for all RSD schools, unless otherwise authorized by BESE.

The Charter Operator shall conduct an enrollment process and lottery at least once a year prior to the beginning of the school year.

CHARTER SCHOOL CONTRACT: EXHIBIT F

Once the enrollment policy for the charter school is approved by Louisiana Department of Education (LDE), the school may start its official enrollment period.

To initiate the enrollment period, the charter school should:

- Determine the spaces available in each grade based on the school's capacity;
- Set a deadline for accepting student applications. Pursuant to the Louisiana Charter School Law, an application period shall not be less than one month nor more than three months;
- Publicize the application deadline in multiple venues with reasonable notice of at least **one month** before the deadline;
- Set a date for the lottery with reasonable public notice given at least one week prior to the lottery; and
- Set a final date for students to accept enrollment and the actual date of enrollment.

Thus, the earliest that a charter school can begin accepting applications is following the approval of its enrollment policy by the LDE. The earliest date on which the lottery can be held is thirty (30) days following the application period start date in its approved enrollment policy.

Recommended Practice in Recruiting Students

To meet the requirement of "reasonable notice," a charter school might:

- Send notification to local non-profits advertising the school and its enrollment process;
- Post notices in various locations across the city;
- Hold well-publicized informational meetings for students and families to learn about the school and its enrollment process; and
- Run advertisements in the city's major commercial and community newspapers.

Application Requirements

As stated above, charter schools may not discriminate in their enrollment practices. At the same time, charter schools have an interest in making sure that prospective students and families understand the mission and focus of the school and that they are interested in being part of that school community. To that end, charter schools may have enrollment requirements, provided those requirements are not designed, intended, or used to discriminate unlawfully. Meetings with parents/guardians, for example, must be designed to inform them about the school rather than to discourage certain types of students from attending the school.

Acceptable Initial Application Requirements

- Charter school **may** require a written enrollment form that includes basic and general information about the prospective student (i.e. name, address, birth date, last grade completed, prior school attended).
- Charter schools **may** require proof of residency in Orleans Parish (such requirement may **not** be made of homeless students), as defined herein.
- Charter schools **may** require students to successfully complete the grade preceding the grade the student plans to enter.

CHARTER SCHOOL CONTRACT: EXHIBIT F

- Charter schools **may** encourage (not require) parents/guardians to attend informational sessions.

Unacceptable Application Requirements

- Charter schools **may not** require a written application that is intended to assess the student's aptitude (i.e. essay responses, prior test scores, special education and English language learner identification).
- Charter schools **may not** make statements in meetings that are intended to or have the effect of discouraging parents/guardians of students with disabilities, or English language learners, or any other protected group of students from submitting an application to the school.

Proof of Residency

In order to be eligible to apply for admission, a student must have lived in Orleans Parish pre-Katrina or currently live in Orleans Parish. Students applying for admission to a charter school that lived in Orleans Parish pre-Katrina are eligible for enrollment if they are currently displaced outside of Orleans Parish and anticipate returning to New Orleans for the 2008-2009 school year.

Recommended Application Materials

Charter schools should make it as easy as possible for students and families to complete the enrollment application. Toward that end, charter schools should:

- Translate the application in languages spoken by the prospective population.
- Make the application available in multiple locations (i.e. school building, neighboring non-profit organizations, internet/website).

Charter schools are expected to make proactive efforts to reach out to students and families throughout the community in recruiting new students, and to administer their enrollment process in a way that is open, inclusive and fair. Failure to do so may indicate that the school is using its enrollment process to discriminate and may result in sanctions by LDE.

Enrollment of Students with Disabilities

It is expected that charter schools will enroll students with disabilities in compliance with all applicable law. The LDE will monitor all schools for compliance with the law to ensure equal access for ALL students. In admitting students in compliance with applicable law, it is anticipated that a charter school will enroll a percentage of students that is reflective of the number of students with disabilities being served in schools in the RSD. As a result, in the 2007-08 school year, the proportion of students admitted to a charter school that have been identified as eligible for special education services is expected to be no less than ten percent (10%) or the average percentage of students with disabilities in the RSD, whichever is less, of a charter school's student population, exclusive of students identified as gifted and talented. This is not a quota or a cap on the enrollment of students with disabilities. All students must be admitted in compliance with applicable law.

The percentage of students eligible for special education services who are admitted to the charter school will be reviewed annually based on the percentage of students identified as receiving special education services in the RSD. In the event that a charter school is unable to meet

CHARTER SCHOOL CONTRACT: EXHIBIT F

required percentages of students with disabilities, the RSD may manage recruitment and admissions in subsequent years.

CONDUCTING THE LOTTERY

The first date on which a lottery can be held is thirty (30) days following the application period start date in the charter school's approved enrollment policy.

The following requirements apply to charter schools that have not been designated by the RSD as open enrollment schools:

In the school's first year of operation, at the conclusion of the application period, if the applications for students previously enrolled in the preexisting school in the school's last year of operation prior to its placement in the RSD or students enrolled in the immediately preceding school year in a school that was located at the same facility that the Charter Operator is assigned ("previously enrolled students") do not exceed the slots available, such students shall be given preference over all other applicants, e.g. they must be automatically admitted and are exempt from participation in a lottery. These admission preferences are required to the extent that they are consistent with the charter school's grade configuration. If the charter school receives more applications from previously enrolled students than spaces available, the school must conduct a lottery for previously enrolled students to fill available slots.

Following the admission of students entitled to a preference, if there are spaces available and the charter school's applications exceed the spaces available, the school must conduct a lottery to fill slots.

The following requirements apply to charter schools that have been designated by the RSD as open enrollment schools:

La. R.S. 17:10.7(B)(2)(a)(ii) provides that the RSD shall provide for and ensure that schools of appropriate grades that have open enrollment policies are operating and available for the enrollment of students in reasonable proximity to the neighborhoods where concentrations of students reside. For the purposes of the enrollment policies and procedures provided herein, open enrollment charter school shall mean a charter school that, because of its proximity and the needs of the RSD, does not provide a preference to students enrolled in the school prior to its placement in the RSD. The RSD reserves the right to designate a charter school as an open enrollment school, as defined herein.

For such open enrollment schools, no student will be automatically admitted as a result of a preference. If the charter school receives more applications than spaces available, the school must conduct a lottery to fill slots. All applicants to an open enrollment charter school will participate in the lottery.

The following requirements apply to all charter schools:

In the second year of operation and thereafter, all charter schools must modify their enrollment procedures in order to give preference to students previously enrolled in the school and their siblings. Students previously enrolled in the school shall be provided with an automatic right to

CHARTER SCHOOL CONTRACT: EXHIBIT F

continued admission to the charter school, regardless of the student's performance, his or her advancement to a higher grade, or any other condition.

Charter schools must conduct their lotteries in public, with a disinterested party drawing the names. A "disinterested" person is someone who is not affiliated with the school. Every time that an admissions lottery takes place, the process must be fair and all rules applied consistently.

Even after all spaces in the school are filled through a lottery, schools must continue to draw the names of all students who apply and place the names of students not selected for an available space on a waiting list in the order the names were drawn. Charter schools must keep and make public the waiting list and explicitly specify rules for their waiting lists clearly and in writing as part of their enrollment policies. The waiting list must be maintained for the entirety of each school year. When filling a space that becomes available, the charter school must admit students from the waiting list in the order in which the names were drawn, as set forth in the waiting list.

If the principal enrollment process fails to fill all the available slots, and all names on the waiting list have been given an opportunity to enroll, a charter school may repeat the process of accepting applications for enrollment. This process should be well documented by specified dates and clear to all prospective families and students. As spaces become available during the school year, a school may repeat the application process to fill these openings, provided that all students on a current waiting list have first been selected.

Recommended Practice in Conducting Lottery For Schools Granting Admission Preferences to Previously Enrolled Students During the First Year of Operation:

- Separate applications, by grade level, into two categories:

Category A – previously enrolled students; and

Category B – new students that do not qualify as previously enrolled students.

- For each grade level, draw names first from Category A. If all names have been pulled from Category A and slots for a given grade remain, pull names from Category B.
- If there are more names for a given grade than slots available, continue to pull names and add such names to the school's waitlist in order as pulled.

Recommended Practice in Conducting Lottery For Open Enrollment Schools (e.g. Schools Not Granting Admission Preferences) During the First Year of Operation:

- Separate applications by grade level.
- For each grade level, draw names until all slots have been filled.
- If there are more names for a given grade than slots available, continue to pull names and add such names to the school's waitlist in order as pulled.

It is important to note that in subsequent years (Year 2 and thereafter), all charter schools must:

CHARTER SCHOOL CONTRACT: EXHIBIT F

- Provide all previously enrolled students (e.g. students that attended the school during its first year of operation) the right to continue to attend the school, provided that the school serves the grade level in which the student should be enrolled.
- Give lottery preference to siblings of students already enrolled in the charter school.

ENROLLING STUDENTS

Once the lottery is complete, the school should send notification to each student that submitted an application the status of their application. Students that were chosen in the lottery should be given explicit instructions on how they accept admission to the school and pertinent information regarding the start of the school year.

Acceptance Requirements

Just like the application requirement, the admission acceptance requirement may not in any way discriminate against students and families.

Recommended Acceptance Requirements

The charter school should require a parent or guardian to accept admission to the charter school by notifying the school (providing multiple ways and ample time to do so) of his or her intent to attend.

The charter school must notify LDE of the school's anticipated student enrollment by established deadlines. For each student that has accepted enrollment, provide:

- Name
- Address
- Social security number
- Birth date
- Grade
- Previous school attended

Schools may find that they have admitted students expecting to move back to New Orleans in time for the new school year, but do not show up on the first day of school. A school is only required to hold a slot for two weeks. Thus, if an admitted student does not attend school for two consecutive weeks, that slot may be released to given to a student on the waitlist.

In such cases, a charter school is required to:

- Notify the parent/guardian after five days of missing school to discuss their intent to send their child to the school.
- State that in order for the slot to be held, the student must attend school within the next five days.
- If the student does not attend school within those five days, the school may release that particular slot and fill it with a child from the waitlist (if no waitlist exists, the school may receive applications for that slot.)

CHARTER SCHOOL CONTRACT: EXHIBIT G

Type 5 Charter School Model Expulsion Policy

The State Board of Elementary and Secondary Education (BESE) and the Recovery School District (RSD) are committed to ensuring that recommendations for the expulsion of students and the expulsion procedures set forth in La. R.S. 17:416 are applied uniformly to all students attending a school under the jurisdiction of the Recovery School District.

The following describes the expulsion policy to be followed by charter schools within the RSD. This policy must be integrated into the Charter School's School-Specific Student Code of Conduct and Discipline Management Plan, which may be a part of the Charter School's Student Handbook.

The provisions of this Model Expulsion Policy shall not be construed to conflict with any federal or state rules or regulations or other guidelines affecting special-education students as defined in La. R.S. 17:1943 et seq.

I. Definitions

- A. **Charter Operator** – the nonprofit corporation that has entered into a Charter Contract with the State Board of Elementary and Secondary Education to operate a Type 5 charter school under the jurisdiction of the Recovery School District.
- B. **Expulsion** – a removal from all regular school settings for a period of not less than one school semester, unless otherwise specifically provided or defined as a permanent expulsion and except as otherwise provided by R.S. 17:416(B) or (C).
- C. **Expulsion Hearing** – a hearing wherein school official(s) and the student and parent(s) of the student recommended for expulsion are allowed to present evidence and testimony regarding the behavior(s) that resulted in the student being recommended for expulsion.
- D. **Expulsion Hearing Decision** – the decision rendered by the Charter Operator following a hearing, which identifies the evidence presented, issues, findings of fact, basis of determination, finding, and decision.
- E. **Expulsion Recommendation Form** – the notice provided to a parent/tutor/guardian, which contains the specific reasons for the suspension and recommended expulsion, the time, date and place of the Expulsion Hearing, and a notification of the right to view and to request, in writing, a copy of any information to be presented by the school at the Expulsion Hearing.
- F. **Firearm** – the term has the same meaning as given in 18 U.S.C. 921(a). It means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device. A destructive device means any explosive, incendiary or poison gas (1) bomb; (2) grenade; (3) rocket having a propellant charge of more than four ounces; (4) missile having an explosive or incendiary charge of more than one-quarter ounce; (5) mine or (6) any device similar to any of the devices described in the preceding clauses.

CHARTER SCHOOL CONTRACT: EXHIBIT G

- G. **Hearing Officer** – the individual designated by the Charter Operator to conduct an Expulsion Hearing and render an Expulsion Hearing Decision.
- H. **Possession** – the exercise of dominion or control over a thing or substance even though not in a person's physical dominion or control, a thing or substance is subject to his dominion or control; joint possession occurs when a thing or substance is in the physical custody or another person who willfully and knowingly shares with the other the right to control the thing or substance.
- I. **Weapon** – any object which, under the circumstances, may be used to inflict bodily injury or damage to property.

II. Recommended Expulsion Hearing Option

Any student after being suspended for committing any of the offenses cited in La. R.S. 17:416 may be expelled, upon recommendation by the principal of the charter school in which the student is enrolled if the conduct is serious or persistent. The principal or other appropriate administrator must make the disciplinary determination on the basis of the severity of the misconduct and the previous record of behavior.

III. Recommendation for Expulsion and Mandatory Expulsions

The following conduct requires a principal or designee to suspend the student and to recommend expulsion. The Charter Operator shall determine whether such student is guilty of the conduct and shall take appropriate action. The Charter Operator may not assign a lesser punishment for conduct mandating expulsion, as provided by law and as set forth herein.

A. Carrying or Possessing a Firearm or Another Dangerous Instrumentality

- 1. A student found carrying or possessing a firearm or another dangerous instrumentality on school property, a school bus, or a school-sponsored event shall be immediately suspended and recommended for expulsion. La. R.S. 17:416(B)(1)(b)(i).
- 2. Any student found guilty of bringing or being in possession of a firearm on school property, a school bus, or a school-sponsored event, following a hearing, shall be expelled from school for the minimum period as set forth in law and shall be referred to the district attorney for appropriate action. La. R.S. 17:416(C)(2)(a)(i), (b)(i), (c)(i) and 20 U.S.C. Section 7151.
- 3. Under the above circumstances, students with disabilities shall be disciplined under Louisiana's Regulations for Implementation of Children with Exceptionalities Act (La. R.S. 17:1941 et seq.); Title 28 Part XLIII Bulletin 1706 Subpart A – Regulations for Students with Disabilities, Section 519B.
- 4. The suspension and expulsion provisions in reference to the possession of a firearm shall not apply a student carrying or possessing a firearm for the purposes of involvement in a school class or course or school approved co-curricular or extracurricular activity or any other activity approved by the appropriate school officials. La. R.S. 17:416(B)(1)(c)(i).

CHARTER SCHOOL CONTRACT: EXHIBIT G

5. Notwithstanding the provisions of this policy, school officials shall have total discretion and shall exercise such discretion in imposing on a student any disciplinary actions for possession by a student of a firearm on school property when such firearm is stored in a motor vehicle and there is no evidence of the pupil's intent to use the firearm in a criminal manner. La. R.S. 17:416(F).

B. Carrying or Possessing a Knife

1. No student shall be permitted to carry or possess a knife of any blade length on school property, a school bus, or a school-sponsored event, unless the student is carrying or possessing a knife for the purposes of involvement in a school class or course or school approved co-curricular or extracurricular activity or any other activity approved by the appropriate school officials. La. R.S. 17:416(B)(1)(b)(ii).
2. A student who is found carrying or possessing a knife with a blade of less than two inches in length on school property, a school bus, or a school-sponsored event may be suspended by the school principal; expulsion for such an offense is not mandated. La. R.S. 17:416(B)(1)(b)(ii)(bb).
3. A student eleven (11) years of age or older in grades sixth through twelfth who is found carrying or possessing a knife the blade of which equals or exceeds two inches in length on school property, a school bus, or a school-sponsored event shall be immediately suspended and recommended for expulsion. If found guilty following a hearing, such student shall be expelled. La. R.S. 17:416(B)(1)(b)(ii)(cc).
4. A student less than eleven (11) years of age in grades pre-kindergarten through fifth who is found carrying or possessing a knife the blade of which equals or exceeds two inches in length on school property, a school bus, or a school-sponsored event may be recommended for expulsion, but such is not required. La. R.S. 17:416(B)(1)(b)(ii)(cc).
5. Under the above circumstances, students with disabilities shall be disciplined under Louisiana's Regulations for Implementation of Children with Exceptionalities Act (La. R.S. 17:1941 et seq.); Title 28 Part XLIII Bulletin 1706 Subpart A – Regulations for Students with Disabilities, Section 519B.
6. The suspension and expulsion provisions in reference to the possession of a knife shall not apply a student carrying or possessing a knife for the purposes of involvement in a school class or course or school approved co-curricular or extracurricular activity or any other activity approved by the appropriate school officials. La. R.S. 17:416(B)(1)(c)(i).
7. Notwithstanding the provisions of this policy, school officials shall have total discretion and shall exercise such discretion in imposing on a student any disciplinary actions for possession by a student of a knife on school property when such knife is stored in a motor vehicle and there is no evidence of the pupil's intent to use the knife in a criminal manner. La. R.S. 17:416(F).

C. Possessing, Distributing, Selling, Giving or Loaning Any Controlled Dangerous Substance

1. A student who possesses, distributes, sells, gives, or loans any controlled dangerous substance governed by the Uniform Controlled Dangerous Substances Law, in any form

CHARTER SCHOOL CONTRACT: EXHIBIT G

shall be immediately suspended and recommended for expulsion. La. R.S. 17:416(B)(1)(b).

2. Any student, 16 years of age or older, found guilty of possession of, or knowledge of and intentional distribution of, or possession with intent to distribute any illegal narcotic, drug, or other controlled substance on school property, on a school bus, or at a school-sponsored event following a hearing shall be expelled from school for the minimum period set forth in law. La. R.S. 17:416(C)(2)(a)(ii).
3. Any student who is under 16 years of age and in grades six through twelve and who is found guilty of possession of, or knowledge of and intentional distribution of, or possession with intent to distribute any illegal narcotic, drug, or other controlled substance on school property, on a school bus or at a school-sponsored event following a hearing shall be expelled from school for the minimum period set forth in law. La. R.S. 17:416(C)(2)(b)(ii).
4. Any student in kindergarten through grade five who is found guilty of possession of or knowledge of and intentional distribution of or possession with intent to distribute any illegal narcotic, drug or other controlled substance on school property, on a school bus, or at a school-sponsored event following a hearing shall be referred to the Charter Operator through a recommendation for action by the Charter School Principal or designee. La. R.S. 17:416(C)(2)(c)(ii).
5. Under the above circumstances, students with disabilities shall be disciplined under Louisiana's Regulations for Implementation of Children with Exceptionalities Act (La. R.S. 17:1941 et seq.); Title 28 Part XLIII Bulletin 1706 Subpart A – Regulations for Students with Disabilities, Section 519B.
6. The suspension and expulsion provisions in reference to the possession of or knowledge of and intentional distribution of or possession with intent to distribute any illegal narcotic, drug or other controlled substance shall not apply to a student possessing any controlled dangerous substance governed by the Uniform Controlled Dangerous Substances Law that has been obtained directly or pursuant to a valid prescription or order from a licensed physician. However, such student shall carry evidence of that prescription or physician's order on his person at all times when in possession of any controlled dangerous substance which shall be subject to verification. La. R.S. 17:416(B)(1)(c)(ii).

D. Student Suspended on Three Occasions for drugs or weapons offenses

Any student who has been suspended on three occasions for committing a drugs or weapons offense as set forth in R.S. 17:416(B) or (C) , during the same school year, shall on committing the fourth such offense be expelled until the beginning of the next regular school year and the student's reinstatement shall be subject to the review and approval of the Charter Operator. La. R.S. 17:416(B)(2).

E. Conviction of a Felony

The conviction of any student of a felony or the incarceration of any student in a juvenile institution for an act, which had it been committed by an adult would have constituted a felony, may be cause for expulsion of the student for a period of time as determined by the

CHARTER SCHOOL CONTRACT: EXHIBIT G

Charter Operator. The expulsion requires the vote of two-thirds of the members of the Charter Operator and such decision cannot be delegated to its designee. La. R.S. 17:416(D).

IV. Expulsion Procedures

- A. Proceedings for expulsion shall commence when an offense for which expulsion is warranted is alleged or when a student has received more than three (3) suspensions as set forth in R.S. 17:416(B)(2).
- B. Statements taken from students who may have witnessed any event for which disciplinary action is being considered should be in the student's handwriting and signed and dated by the student. If a student is willing only to give an anonymous handwritten statement, the principal or designee should certify at the end of the student's statement that it was given under the condition of anonymity. If a student will only give an oral anonymous statement or if the student is not capable of writing, a brief summary of the statement should be included with the individual taking the statement certifying that the version of the statement given is accurate and the student would only give the statement if s/he could remain anonymous or that the student cannot write. Recorded statements may be taken with the student identifying him/her self on the recording. If a student will only give a recorded statement by remaining anonymous, the principal or designee will so state at the beginning of the recording. A brief written report should be prepared which would include the following:
 1. The principal's or designee's conclusions as to how/when/where/why the incident occurred, who was involved, who was at fault, in whole or in part, and the penalty imposed or recommended; and,
 2. The evidence on which the conclusions were based, e.g., signed statements taken, unsigned statements taken, verbal only statements taken, recorded statements taken, and physical or circumstantial evidence. Copies of all written materials must be attached to the report with identification of the names of any student witnesses removed before release to parents or used at any hearing.
- C. After a principal or a designee has made every reasonable effort to investigate all aspects of the discipline problem and is satisfied that the nature and seriousness of the offense could result in a recommended expulsion, the principal must then decide whether or not to recommend expulsion to the Charter Operator or its designee. The principal or designee shall make a reasonable effort to reach a fair determination of the incident before making any disposition. The principal or designee has no discretion concerning those offenses for which expulsion is mandated under La. R.S. 17:416.
- D. Prior to suspending a student pending expulsion, the school principal or designee shall advise the student in question of the particular misconduct of which he or she is accused, as well as, the specific reasons for such accusation, and the student shall be asked at that time to explain his or her version of the facts to the school principal or a designee. The student may be requested to reduce his or her version to writing.
- E. The principal or designee shall mail a copy of the Recommendation for Expulsion Form, including specific reasons for the expulsion to the student's parent, tutor, or guardian when student is suspended with a recommendation of expulsion. The Recommendation for Expulsion Form used by the Charter Operator shall be consistent with the Form set forth in Attachment 1 of this policy. The recommendation will be sent by certified mail, return

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receipt requested, or hand delivered to the parent, tutor, or guardian on the day of the student's removal from school, if possible, but no later than the following school day. If hand delivered, the principal or designee will document the date of delivery and to whom the letter was delivered. The letter shall contain the specific reasons for the suspension and recommended expulsion, shall set forth the time, date and place of the Expulsion Hearing, and shall contain a notification of the right to view and to request, in writing, a copy of any information to be presented by the school at the Expulsion Hearing. For a student with disabilities, a Parent Notice of Discipline meeting date and information on the rights of exceptional children should also be included with the Recommendation for Expulsion Form. The principal or designee shall document any referral to Child Welfare and Attendance, Families in Need of Services, Parent Liaison and/or the District Attorney's Office.

V. Expulsion Hearing by Charter Operator or Designee

- A. An Expulsion Hearing shall be conducted by the Charter Operator or its designee. The Charter Operator may designate a Hearing Officer to act on its behalf to conduct Expulsion Hearings and render decisions in student expulsions. All references to "Charter Operator" in Section V of this policy should be understood to mean the Charter Operator or its designee.
- B. Upon the recommendation by a principal or designee for the expulsion of a student, an Expulsion Hearing shall be conducted by the Charter Operator to determine the facts and make a finding of whether the student is guilty of conduct warranting the recommendation of expulsion.
 - 1. The Expulsion Hearing shall be held as soon as possible but no later than ten (10) school days after the student's removal from the school, unless an alternate date is agreed upon by all parties.
 - 2. Except in the case of an extreme emergency, requests with a valid reason to reschedule an Expulsion Hearing shall be made at least 24 hours prior to the date and time of the scheduled Expulsion Hearing.
- C. Pending the Expulsion Hearing by the Charter Operator, the student shall remain suspended from school and all school-related activities, but may be placed in an alternative setting. Students with disabilities shall be disciplined under Louisiana's Regulations for Implementation of Children with Exceptionalities Act (La. R.S. 17:1941 et seq.); Title 28 Part XLIII Bulletin 1706 Subpart A – Regulations for Students with Disabilities, Section 519B.
- D. Prior to the Expulsion Hearing, the parent/tutor/guardian has the right to view and to request, in writing, a copy of any information to be presented by the school at the Expulsion Hearing. The information shall be kept on file at the school office. Notice of this right shall be included in the expulsion notice. Summaries of student statements without their identification or names are sufficient information for an Expulsion Hearing.
- E. An Expulsion Hearing shall be held for special needs student when misconduct is not a manifestation of the student's disability. The relevant disciplinary procedures applicable to students without disabilities may be applied in the same manner, except that a Free Appropriate Public Education (FAPE) must be provided after the tenth day of removal, consecutive or cumulative.

CHARTER SCHOOL CONTRACT: EXHIBIT G

- F. At the Expulsion Hearing (a fact-finding process) conducted by the Charter Operator, the specific reason(s) concerning the cause(s) for the proposed expulsion will be presented by the principal or a designee in support of the recommendation. The student's prior performance and attendance as well as any relevant evidence and testimony may be presented to the Charter Operator in support of the severity of the recommended action. The student or a representative of the student may produce witnesses or offer information including written statements on the student's behalf to the Charter Operator. Questions and comments should generally be directed to the Charter Operator.
- G. After hearing the information provided by the school and the student, the Charter Operator shall determine whether the student is guilty of the principal's or a designee's charges and whether he/she is expelled from school or if other corrective or disciplinary action is imposed. The Charter Operator shall issue an Expulsion Hearing Decision consistent with the format set forth in Attachment 2 to this policy. If the findings and disposition of the Expulsion Hearing are made at the conclusion of the hearing, the Charter Operator shall inform the parent/tutor/guardian and the student of the findings and disposition of the matter. In any event, the Charter Operator shall mail (by certified mail, return receipt requested and standard mail), or hand deliver to the parent/tutor/guardian, the principal or designee, and the RSD Superintendent, a decision of the findings, and the reasons therefor, no later than three (3) school days after the Expulsion Hearing. In the event the Charter Operator does not find the student guilty of conduct warranting a recommendation of expulsion, the Charter Operator shall state in writing the reason(s) for such finding and provide a copy to the principal and the parent/tutor/guardian of the student. In either event, the action taken shall become final and appeal delays shall begin to run upon hand-delivery or upon five (5) calendar days after the mailing of the notification.
- H. Where the Charter Operator has proceeded with the Expulsion Hearing when the parent/tutor/guardian failed to appear, written notification of the decision shall be mailed (by certified mail, return receipt requested and standard mail), or hand delivered to the parent/tutor/guardian and the principal no later than three (3) school days after the Expulsion Hearing. In such notice the Charter Operator shall inform the parent/tutor/guardian and the principal of the findings and the reasons therefor, and that the action taken shall become final and appeal delays shall begin to run upon hand-delivery or upon five (5) calendar days after the mailing of the notification. The principal shall make the appropriate entries in the student data in the event the student had been dropped from the school. Whenever a student drops from a school, the principal shall attend any Expulsion Hearing, even if the student and parent/tutor/guardian fail to appear for the hearing.
- I. The parent, tutor or guardian may request the RSD Superintendent or designee to review the findings of the Charter Operator, as provided herein. If there is no timely appeal, the decision of the Charter Operator or its designee will be final.
- J. Records shall be maintained and made available upon request.

VI. Appeal of Expulsion

- A. In the event the Charter Operator determines that a student should be expelled, the parent/tutor/guardian of the expelled student or the student (if the student is 18 years of age or older), may request a review of the Expulsion Hearing Decision by the RSD Superintendent or designee. In the written request for review, the parent or student, if over 18 years of age,

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shall provide a statement setting forth the basis for the request for review. The written request for review must be requested by hand-delivery or by mail and must be postmarked within five (5) calendar days of the written notification of the expulsion decision. The address for the Recovery School District (RSD) Central Office is 1641 Poland Avenue, New Orleans, Louisiana, 70114. Requests for review which are not mailed or hand-delivered within this time period shall not be processed unless extenuating circumstances can be demonstrated by the parent/tutor/guardian or student.

- B. Upon notification by the RSD of receipt of an expulsion appeal, the Charter Operator shall deliver to the RSD the following within five (5) calendar days:
 - 1. the written record of the expulsion proceedings, to consist of all information, including but not limited to, records, statements and documents;
 - 2. prior decisions rendered in the matter; and
 - 3. the date of mailing or hand delivery of the Expulsion Hearing Decision.
- C. The RSD shall provide the Charter Operator with a copy of the written request for review and any supplemental information submitted by the parent or student, if over 18 years of age. The Charter Operator shall have five (5) calendar days from receipt to respond to the request for review.
- D. The RSD Superintendent's review of the Expulsion Hearing Decision shall be a record review. After reviewing the findings of the Charter Operator or its designee and the request for review and any response by the Charter Operator, the RSD Superintendent or designee may affirm, modify, remand, or reverse the action previously taken. If the RSD Superintendent reverses the decision of the Charter Operator, the Charter Operator shall readmit the student to the charter school.
- E. The RSD Superintendent or designee shall provide written notification of the decision to the parent/tutor/guardian and to the Charter Operator by mail (by certified mail, return receipt requested and standard mail) or by hand delivery.

VII. Readmission or Admission of an Expelled Student

- A. No student who has been expelled pursuant to the provisions of La. R.S. 17:416, or who has been expelled from a school out of state, shall be admitted except in accordance with La. R.S. 17:416(B) and (C).
- B. The conviction of any student of a felony or the incarceration of any student in a juvenile institution for an act, whether committed in this state or outside the state, which had it been committed by an adult would have constituted a felony in this state may be sufficient cause for the Charter Operator to refuse admission of said student to the charter school except upon review and approval of Charter Operator.

VIII. Readmission of an Expelled Student on a Probationary Basis

Expelled students may be readmitted on a probationary basis to school at any time during the specified period of expulsion as provided in La. R.S. 17:416(C)(2)(d). The Charter Operator shall

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work cooperatively with the Recovery School District in the return of expelled students to a regular educational setting, as appropriate.

IX. Alternative Education Programs

Any student expelled for disciplinary offenses shall be provided alternative education services pursuant to a program provided by the Recovery School District. The Charter Operator shall work cooperatively with the Recovery School District in the placement of expelled students in an alternative school and the return of such students to a regular educational setting, as appropriate.

X. Additional Disciplinary Authority For Suspension of Driver's License

Pursuant to La. R.S. 17:416.1(D), any student between the ages of 14 and 18 who is expelled or suspended from school for ten or more consecutive days or assigned to an alternative educational setting for ten or more consecutive school days for infractions involving the sale or possession of drugs, alcohol, or any other illegal substance, the possession of a firearm or and infraction involving assault or battery on a member of the school faculty or staff shall have his or her driver's license for the operation of a motor vehicle suspended for a period of one year, in accordance with the provisions of La. R.S. 32:431. The term "license" or "drivers license" shall include a Class "E" learner's license and intermediate license as provided for in La. R.S. 32:407. The principal of the school that the student attended at the time of the offense shall notify the Department of Public Safety and Corrections of any student expelled or suspended for ten or more consecutive days for the infractions or offenses aforesated after the period of an appeal has expired. The notice shall include a copy of the student's disciplinary determination and the student's full name, address, date of birth, social security number, and, if available, driver's license number and the name, address and telephone number of the student's parent, custodial parent, or tutor.

**CHARTER SCHOOL CONTRACT: EXHIBIT G
ATTACHMENT 1**

**Sample
CHARTER SCHOOL
RECOMMENDATION FOR EXPULSION**

Parent/tutor/guardian

Name:

Address:

City:

State:

Zip code:

Telephone:

Student

Name:

Address:

School and grade:

Special ed/regular ed:

Date of birth:

Sex:

Date Principal/Designee contacted/attempted to contact parent by telephone:

Date notice of Recommendation for Expulsion hand-delivered/mailed:

YOUR CHILD HAS BEEN RECOMMENDED FOR EXPULSION

Your child has been suspended beginning on _____ and has been recommended for expulsion for the following reasons:

- 1.
- 2.
- 3.
- 4.

We regret that it has been necessary to take disciplinary action. If you desire further information concerning this matter, you may contact the school at the following telephone number:
. We are hopeful that our coordinated efforts will lead to better communication and a solution to the problem.

Parents have the right to view and to request, in writing, a copy of the evidence to be presented by the school at the expulsion hearing.

A hearing to review this matter will be conducted by (name of hearing officer or indication that Charter Operator will conduct the hearing) (Hearing Officer), on (date), at : a.m./p.m.

The student or a representative of the student may produce witnesses or offer information including written statements on the student's behalf to the Hearing Officer.

The hearing will be held at: (location).

Sincerely,

School Administrator

**CHARTER SCHOOL CONTRACT: EXHIBIT G
ATTACHMENT 2**

**Sample
CHARTER SCHOOL EXPULSION DUE PROCESS HEARING
DECISION**

Student:

Date of birth:

Address:

Name of parent/tutor/guardian, if present:

School Name:

Date of Hearing:

Location of Hearing:

Hearing Officer:

Principal or designee:

Student representative, if any:

List of Witnesses:

School:

Student:

List of Evidence:

Notice of In-School Suspension dated September 4, 2006.

Notice of Three Day Suspension dated October 31, 2006.

Notice of Five Day Suspension dated January 26, 2007.

Statement from Student A, dated March 1, 2007.

CHARTER SCHOOL CONTRACT: EXHIBIT G
ATTACHMENT 2

ISSUE(S):

Jay Smith, Principal of Charter School, has recommended that L. Jones, Student, be expelled for a period of one calendar year for smoking tobacco cigarettes on campus on March 1, 2007 and for attempting to assault a teacher, Bee Stern.

Al Jones has already been suspended on three separate occasions during the 2006/2007 school year for possessing/smoking cigarettes on campus.

FINDINGS OF FACT:

1. Al Jones is a 14 year old regular education student in the 6th grade at the Charter School.
2. On September 5, 2006, Al Jones was placed in in-school suspension for three days for smoking cigarettes on campus on September 4, 2006.
3. On November 1, 2006, Al Jones was suspended from school for three days for possessing a pack of cigarettes on campus on October 30, 2006.
4. On January 29, 2007, Al Jones was suspended for five days for smoking cigarettes on campus on January 26, 2007.
5. On March 1, 2007, Bee Stern, teacher, was told by Student C that Al Jones was smoking cigarettes behind the gymnasium. Bee Stern and Principal Jay Smith observed Al Jones smoking a cigarette behind the gymnasium. Al Jones was holding a pack of tobacco cigarettes and a lighter.
6. Upon being approached by Bee Stern and Jay Smith, Al Jones said attempted to kick teacher Bee Stern's leg.
7. On March 1, 2007, Principal Jay Smith notified Gertrude Jones, mother of Al Smith, by telephone that Al Jones was being suspended and that expulsion was being recommended.
8. On March 1, 2007, Gertrude Jones received a copy of a Notification of Recommendation for Expulsion dated March 1, 2007.

BASIS OF DETERMINATION:

The evidence submitted and testimony provided at the hearing demonstrate that:

Al Jones has received three prior suspensions for possessing or smoking cigarettes;

Al Jones possessed and smoked cigarettes on March 1, 2007, in violation of state law and school rules, specifically Rule 32.1, which states:

_____ ; and Al Jones attempted to assault a teacher on March 1, 2007, in violation of state law and school rules, specifically Rule 12.8, which states:

FINDING:

Al Jones was found to have been suspended on three occasions in the 2006/2007 school year and has now been found to have committed a 4th offense during the same school year in violation of school rules and R.S. 17:416. Al Jones was further found to have attempted to assault a school teacher in violation of school rules and state law.

**CHARTER SCHOOL CONTRACT: EXHIBIT G
ATTACHMENT 2**

DECISION:

Al Jones is hereby expelled from Charter School for the remainder of this school year.

This disciplinary action is taken subject to any applicable requirements of the Individuals with Disabilities Act, 20 U.S.C. Sec. 1400, et seq. and Sec. 504 or the Rehabilitation Act of 1973, 29 U.S.C. Sec. 701, et seq.

PROCESS FOR APPEALING EXPULSION:

The parent, tutor, or guardian of the student or the student (if the student is 18 years of age or older) may request a review in writing of this expulsion decision by the Recovery School District Superintendent or designee. The written request for review must be requested by hand-delivery or by mail and must be postmarked within five (5) calendar days of the written notification of the expulsion decision. The request for review may be mailed or hand delivered to the Recovery School District (RSD) Central Office at 1641 Poland Avenue, New Orleans, Louisiana, 70114. Requests for review which are not mailed or hand-delivered within this time period shall not be processed unless extenuating circumstances can be demonstrated by the parent/tutor/guardian or student. The review of this decision by the Recovery School District Superintendent will be a record review. The parent, tutor, or guardian of the student or the student (if the student is 18 years of age or older) will be notified of the outcome of the review by the Recovery School District Superintendent in writing.

New Orleans, Louisiana, this _____ day of _____, 200__.

Hearing Officer

CHARTER SCHOOL CONTRACT: EXHIBIT I

ALTERNATE FRAMEWORK FOR THE EVALUATION OF LOUISIANA CHARTER SCHOOLS

This document contains the description of the methods and timelines that will be used by the Louisiana Board of Elementary and Secondary Education (BESE) and the Louisiana Department of Education (LDE) to conduct annual performance reviews of Type 2, Type 4, and Type 5 charter school in order to determine the level of success each individual school is attaining toward meeting the financial, legal, contractual, and student achievement performance standards that are required in their charter agreements.

- I. Legislative Intent
- II. Statutory References
- III. Guiding Principles for BESE Charter School Authorization
- IV. Charter School Evaluation System
- V. Evaluation Standards
 - Student Performance
 - Financial Performance
 - Legal and Contract Performance
- VI. Evaluation Actions and Timelines
 - Contract Approval
 - Annual Evaluation
 - Contract Extension
 - Contract Renewal

FRAMEWORK FOR THE EVALUATION OF LOUISIANA CHARTER SCHOOLS

I. Legislative Intent

The intent of the Charter School Law is to authorize experimentation in the creation of innovative kinds of independent public schools for pupils and provide a framework for such experimentation by the creation of such schools, a means for persons with valid ideas and motivation to participate in the experiment, and a mechanism by which experiment results can be analyzed, the positive results repeated or replicated, if appropriate, and the negative results identified and eliminated; and, that the best interests of at-risk pupils shall be the overriding consideration in fulfilling the provisions of law.

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Furthermore, the Recovery School District Law has created the Recovery School District for the purpose of improving failing schools and provides for a failed school to be reorganized, as necessary, to most likely bring the school to an acceptable level of performance as determined pursuant to a uniform statewide program of school accountability.

II. Statutory References

La. R.S. 17:3983 - Chartering process by type; eligibility; limitations; faculty approval; parental approval

(A)(3)(c) Each proposal received by the state board shall be carefully reviewed and shall be approved only after there has been a specific determination by the board that the proposed school will be operated in compliance with all applicable state and federal laws, rules, and regulations, that the accounting and financial practices to be used are sound and in accordance with generally accepted standards for similar entities, and that the educational program to be offered will comply with all requirements of this Chapter and be based on generally accepted education research findings applicable to the pupils to be served.

La. R.S. 17:3991 – Charter schools; requirements; limitations; renewal; amendment; revocation

(B) Each proposed charter shall contain or make provision for the following:

- (5) A financial and accounting plan sufficient to permit a governmental audit.
- (8) The specific academic and other educational results to be achieved, the timelines for such achievement, and how results will be measured and assessed.
- (10) The organization, governance and operational structure of the school.
- (14) School rules and regulations application to pupils including disciplinary policies and procedures.
- (21) A requirement that charter schools regularly assess the academic progress of their pupils, including the participation of such pupils in the state testing program.

La. R.S. 17:3992 - Charter revision and renewal

(A)(1) An approved charter school shall be valid for an initial period of five years, contingent upon the results of the reporting requirements at the end of the third year, and may be renewed for additional ten-year periods after thorough review of the charter school's operations and compliance with charter requirements. The process for renewing a charter school shall be the same as the initial charter approval, with a written report being provided annually regarding the school's academic progress that year. Pursuant to Subsection C of this Section and using such annual review process, a charter may be revoked for failure to meet agreed upon academic results as specified in the charter.

(2) No charter shall be renewed unless the charter renewal applicant can demonstrate, using standardized test scores, improvement in the academic performance of pupils over the term of the charter school's existence.

(C.) A school charter may be revoked by the authority that approved its charter upon a determination that the charter school or its officers or employees did any of the following:

- (1) Committed a material violation of any of the conditions, standards, or procedures provided for in the approved charter.
- (2) Failed to meet or pursue within the agreed timelines any of the academic and other educational results specified in the approved charter.
- (3) Failed to meet generally accepted accounting standards for fiscal management
- (4) Violated any provision of law applicable to a charter school, its officers, or employees.

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La. R.S. 17:3998 – Reports

(A)(2) Each charter school shall provide a comprehensive report to its chartering authority at the end of the third year. If the charter school is achieving its stated goals and objectives pursuant to its approved charter, then the chartering authority shall extend the duration of the charter for the additional two-year period as provided in R.S. 17:3992(A)(1).

III. Guiding Principles for BESE Charter School Authorization

The purpose of a charter school is to improve student achievement. The Board of Elementary and Secondary Education (Board) grants charters to provide schools with increased educational and operational autonomy in exchange for accountability for performance.

Thus, it is the responsibility of the Board to ensure charter schools have the autonomy to which they are entitled and the accountability for which they are responsible.

IV. Charter School Evaluation System

According to the *"Principles and Standards for Quality Charter School Authorizing"* published by the National Association of Charter School Authorizers (NACSA), a quality charter school is characterized by "high student achievement, financial stewardship, and responsible governance."

Student performance is the primary measure of school quality. The Board will use the state's assessment and accountability programs as objective and verifiable measures of student achievement and school performance. Additional measures of charter school quality include financial and legal performance.

In order to make fair and transparent decisions regarding contract revocations, extensions and renewals, the Board has determined that it is in the best interests of the Board, charter schools, students, parents and the public to articulate clear performance standards for charter schools and to evaluate each charter school's level of achievement with respect to those standards.

V. Evaluation Standards

The performance of charter schools authorized by the Board (Types 2, 4, and 5) will be evaluated in the following categories:

- Student Performance
- Financial Performance
- Legal and Contract Performance

Within these three categories, the Board has defined a common set of performance standards.

Student Performance

The Louisiana Charter School Law requires charter schools to make demonstrable improvements in student performance over the term of its charter. Student performance is the primary measure of school quality. BESE shall use the state's assessment and accountability programs as objective and verifiable measures of student achievement and school performance, unless an alternate assessment and accountability program is approved by BESE. Student performance is the primary indicator of school quality; therefore, BESE will heavily factor all annual evaluations and contract extensions and renewal decisions on a school's achievement of the student performance standards.

CHARTER SCHOOL CONTRACT: EXHIBIT I

The Board will annually review charter schools against the following student performance and school quality review indicators and standards:

Table A – Student Performance and School Quality Review Indicators

INDICATOR	STANDARD
TerraNova NRT	Meet annual growth targets
Attendance	State Average or above
Formal school quality reviews conducted annually by Department staff and/or consultants employed by the Department to conduct such reviews	No unsatisfactory performance areas

Charter School's First Year of Operation (Year One)

1. In the Fall of the charter school's first year of operation, the charter operator will administer the TerraNova to all students to collect diagnostic data.
2. In the Spring of the charter school's first year of operation, the charter operator will administer the TerraNova. The results of this administration of TerraNova will set the charter school's performance baseline.
3. The charter operator and Department of Education staff will agree upon annual growth targets based on baseline performance data. These annual growth targets will become part of the charter contract and are subject to BESE approval.
4. Year One school quality review will be conducted.

Charter School's Second Year of Operation (Year Two)

1. Baseline Year One TerraNova data will be reported in January of a charter school's second year of operation.
2. When a charter school subject to the Alternate Framework for the Evaluation of Louisiana Charter Schools ("Alternate Framework") begins to serve students who participate in state assessments, the school will receive an Assessment Index and a Baseline School Performance Score (SPS) once performance data is available for those students. From that point forward, the school will be subject to Louisiana's School Accountability System. In making extension decisions during a charter school's initial term, student performance will be evaluated using the standards outlined in the Alternate Framework in combination with the student performance standards in the Framework for the Evaluation of Louisiana Charter Schools, attached hereto as Exhibit I-1, as applicable.
3. Year Two school quality review will be conducted.

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Charter School's Third Year of Operation (Year Three)

1. Year Two TerraNova performance data and Year Two Assessment Index and/or School Performance Score, if applicable, will be reported in January of a charter school's third year of operation.
2. In each charter school's third year of operation, the charter school will be measured against its annual growth targets which have been set as provided herein and/or indicators set forth in the Framework for the Evaluation of Louisiana Charter Schools, as applicable.
3. Year Three school quality review will be conducted.
4. The following indicators will be measured no later than June of a charter school's third year of operation, if necessary, for purposes of charter extension only:
 - a. Required annual growth
 - b. Attendance rate
 - c. Results of annual school quality reviews
5. When a charter school subject to the Alternate Framework begins to serve students who participate in state assessments, the school will receive an Assessment Index and a Baseline School Performance Score (SPS) once performance data is available for those students. From that point forward, the school will be subject to Louisiana's School Accountability System. In making extension decisions during a charter school's initial term, student performance will be evaluated using the standards outlined in the Alternate Framework in combination with the student performance standards in the Framework for the Evaluation of Louisiana Charter Schools, attached hereto as Exhibit I-1, as applicable.

Charter School's Fourth Year of Operation (Year Four)

1. Year Three TerraNova performance data and Year Three Assessment Index and/or School Performance Score, if applicable, will be reported in January of a charter school's fourth year of operation.
2. In each charter school's fourth year of operation, the charter school will be measured against its annual growth targets which have been set as provided herein and/or indicators set forth in the Framework for the Evaluation of Louisiana Charter Schools, as applicable.
3. Year Four school quality review will be conducted.
4. The following indicators will be measured no later than June of a charter school's fourth year of operation, if necessary, for purposes of charter extension only:
 - a. Required annual growth
 - b. Attendance rate
 - c. Results of annual school quality reviews
5. Type 5 charter schools transferred to the Recovery School District (RSD) pursuant to La. R.S. 17:10.5 will also be evaluated pursuant to La. R.S. 17:10.5 no later than June of the Type 5 charter school's Fourth Year of Operation, if such evaluation is required by La. R.S. 17:10.5.
6. When a charter school subject to the Alternate Framework begins to serve students who participate in state assessments, the school will receive an Assessment Index and a Baseline

CHARTER SCHOOL CONTRACT: EXHIBIT I

School Performance Score (SPS) once performance data is available for those students. From that point forward, the school will be subject to Louisiana's School Accountability System. In making extension decisions during a charter school's initial term, student performance will be evaluated using the standards outlined in the Alternate Framework in combination with the student performance standards in the Framework for the Evaluation of Louisiana Charter Schools, attached hereto as Exhibit I-1, as applicable.

Charter School's Fifth Year of Operation (Year Five)

1. Year Four TerraNova performance data and Year Four Assessment Index and/or School Performance Score, if applicable, will be reported in January of a charter school's fifth year of operation.
2. In each charter school's fifth year of operation, the charter school will be measured against its annual growth targets which have been set as provided herein and/or indicators set forth in the Framework for the Evaluation of Louisiana Charter Schools, as applicable.
3. Year Five school quality review will be conducted.
4. The following indicators will be measured no later than June of a charter school's fifth year of operation, if necessary, for purposes of charter renewal:
 - a. Required annual growth
 - b. Attendance rate
 - c. Results of annual school quality reviews
5. When a charter school subject to the Alternate Framework begins to serve students who participate in state assessments, the school will receive an Assessment Index and a Baseline School Performance Score (SPS) once performance data is available for those students. From that point forward, the school will be subject to Louisiana's School Accountability System.

Financial Performance

1. The Charter Operator is required to engage in financial practices, financial reporting, and financial audits as set forth in Charter School Law, policy and this Agreement. The requirements imposed by law, policy and this Agreement ensure the proper use of public funds and the successful fiscal operation of the charter school.
2. Charter Schools will be evaluated annually on the timely submission of budgets, audits, annual financial reports, and all other financial reporting and compliance with applicable financial budgeting; accounting; and auditing laws, regulations, and procedures.
3. The evaluation financial performance indicator standards measured annually shall be as follows:

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INDICATOR	STANDARD
Prior and Current Year Budgets	Both budgets balanced using realistic and responsible assumptions
Annual Financial Report	Timely and Sufficient Filing
Financial Audit	Unqualified opinion; No major findings
Financial Obligations	All in good standing
Financial Reporting	Timely and sufficient filing of all LDE-required financial reports
Student Count Audit	No major findings from LDE audit staff

- An audit finding shall be considered "Major" if it indicates a deliberate act of wrongdoing, reckless conduct, or causes the loss of confidence in the abilities or integrity of the school or seriously jeopardizes the continued operation of the school.
- Financial Obligations shall include, but not be limited to, pension payments, payroll taxes, insurance coverage, and loan payments and terms.

Legal and Contract Performance

- BESE will evaluate a charter school's performance based on the Department of Education's oversight and monitoring of the charter school's compliance with its statutory, regulatory, and contractual obligations and all reporting requirements.
- BESE's legal and contract performance evaluation of each charter school shall be based on, but not limited to, the following indicators. All other requirements in this Agreement that are otherwise captured in the Department of Education's charter school oversight, monitoring, and reporting structure shall be subject to evaluation. In assessing legal and contract indicators, BESE may consider information from various sources.

INDICATOR	STANDARD
Special Education and ELL Program	Pursuant to applicable law and regulation and contract provisions
Student Enrollment	Pursuant to applicable law and regulation, and contract provisions

CHARTER SCHOOL CONTRACT: EXHIBIT I

Student Discipline	Pursuant to applicable law and regulation, and contract provisions
Health and Safety	Pursuant to applicable law and regulation, and contract provisions
Governance	Pursuant to applicable law and regulation, and contract provisions
Facilities	Pursuant to applicable law and regulation, and contract provisions

3. BESE will consider a standard not met if a violation indicates a deliberate act of wrongdoing, reckless conduct, or causes a loss of confidence in the abilities or integrity of the school or seriously jeopardizes the rights of students, safety of students, or the continued operation of the school.

Upholding the Standards

It is the responsibility of BESE and the Louisiana Department of Education to hold the charter school accountable for achieving the student, financial and legal and contract performance standards by annually evaluating performance against these standards and by making decisions about contract extensions based on such evaluations.

VI. Evaluation Actions and Timelines

The Board shall evaluate the performance of a charter school through an on-going series of reports and board actions. Possible board actions include Approval, Extension, Non-Extension, Probation, Renewal, Non-Renewal and Revocation.

Contract Approval (Year 1)

The Board may approve an application for a new charter school in conformance with its process, timelines and criteria. The charter shall be effective upon the execution of an agreement between the applicant and the Board. An approved school charter shall be valid for an initial period of five years, contingent upon the results of the reporting requirements at the end of the third year as provided in La. R.S. 17:3998(A)(2), and may be renewed for an additional period as provided by law.

Annual Review (Each Year Thereafter)

No later than its January meeting of each year, the Board will receive a Performance Report detailing each charter school's performance against the evaluation standards defined in this Framework. The Report may be used by the school, its students and families and the public to ascertain the effectiveness of the school and shall be used by the Board as the basis for any actions involving the school.

Third Year Review

The Charter Operator shall provide a comprehensive report to BESE at the end of the third year of operation in compliance with guidelines and timelines established by the Department of Education.

CHARTER SCHOOL CONTRACT: EXHIBIT I

Each Charter Operator's comprehensive report and its third year evaluation shall be used to determine if the school will receive a two-year extension, as follows:

1. Contract Extension

- a. A charter school meeting the following standards in January of its third year of operation will receive a two year extension, contingent upon the submission of its comprehensive third year report at the conclusion of its third year:
 - i. all financial performance standards;
 - ii. all legal and contractual standards; and
 - iii. all student performance and school quality review standards.
- b. A charter school meeting the following standards in June of its third year of operation will receive a two-year extension:
 - i. submission of its comprehensive third year report;
 - ii. all financial performance standards;
 - iii. all legal and contractual standards; and
 - iv. all student performance and school quality review standards.

2. Contract Probation

- a. A charter school not meeting all of the standards required for a two-year extension, but meeting the following standards, may receive a one year probationary extension in June of its third year, subject to any conditions and/or monitoring required by BESE:
 - i. submission of its comprehensive third year report;
 - ii. all financial performance standards;
 - iii. all legal and contractual standards;
 - iv. all school quality review standards; and
 - v. Year 2 or Year 3 annual student performance targets.
- b. A charter school not meeting all of the standards required for a two-year extension, but meeting the following standards, may receive a one-year extension and be placed on contract probation in June of its third year, subject to any conditions and/or monitoring required by BESE:
 - i. submission of its comprehensive third year report;
 - ii. all student performance and school quality review standards; and
 - iii. three or fewer financial standards or legal and contractual standards or a combination thereof have not been met.

Fourth Year Review

A charter school granted a one-year extension and placed on probation after its third year of operation shall comply with all conditions of probation established by BESE and the Department of Education Charter School Office.

1. A charter school meeting the following standards in January of its fourth year of operation may receive a one-year extension, at the conclusion of its fourth year:

CHARTER SCHOOL CONTRACT: EXHIBIT I

- a. all financial performance standards;
 - b. all legal and contractual standards; and
 - c. all student performance and school quality review standards.
2. A charter school meeting the following standards in June of its fourth year of operation shall receive a one-year extension:
 - a. all financial performance standards;
 - b. all legal and contractual standards; and
 - c. student performance targets in two of the previous 3 years.

Charter Revocation

1. The Board has the authority to revoke a school's contract at any time during the charter term if it is determined that the charter school, one of its officers, or employees has:
 - a. Committed a material violation of any of the conditions, standards, or procedures of the charter
 - b. Failed to meet within agreed timelines any of the academic or other educational results specified in charter
 - c. Failed to meet generally accepted accounting standard of fiscal management
 - d. Violated of any law or policy applicable to a charter school, its officers or employees
2. In all circumstances, the Board shall follow the requirements of the Louisiana Charter School Law and its charter school contract, including all due process requirements, regarding the processes required for revocation.
3. A charter school not meeting the standards for extension will be recommended for revocation as set forth in this Agreement.

Renewal of Charter

1. At the conclusion of the Charter Operator's fifth year of operation and the expiration of its initial charter contract, a Charter Operator no longer has a continuing right to operate a charter school.
2. A charter school may apply for a renewal of its charter in compliance with processes and timelines established by the Department of Education Charter School Office and approved by BESE.
3. The Department of Education Charter School Office shall make a recommendation to BESE as to whether a charter renewal application should be approved.
4. A charter school may be renewed at the discretion of BESE if all requirements set forth in law and policy for the renewal of a charter have been met.
5. The process for renewing a school charter shall be the same as for initial charter approval, with a thorough review by BESE of the charter school's operations, student academic performance, and compliance with charter requirements.

CHARTER SCHOOL CONTRACT: EXHIBIT I

6. No charter shall be renewed unless the Charter Operator seeking renewal can demonstrate, at a minimum, using standardized test scores, improvement in the academic performance of pupils over the term of the charter school's existence.
7. A charter may be renewed for a term consistent with law and policy effective when a renewal decision is made.

CHARTER SCHOOL CONTRACT: EXHIBIT I-1

FRAMEWORK FOR THE EVALUATION OF LOUISIANA CHARTER SCHOOLS EXCERPT

This document is an excerpt from the student performance provisions within the Framework for the Evaluation of Louisiana Charter Schools, which applies to charter schools serving students in grades for which state assessments are administered and which are subject to the Louisiana's School Accountability System from the inception of the school. It is provided herein as a supplement to the Alternate Framework for the Evaluation of Louisiana Charter Schools ("Alternate Framework"), as it will, to the extent possible, apply in combination with the Alternate Framework once a charter school begins its participation in state assessments. The respective sections' applicability to individual schools will be dependent upon when the charter school begins to participate in state assessments. The primary indicators and standards that will be used in combination with required annual growth pursuant to the Alternate Framework will be the Assessment Index and/or SPS indicators and standards

Student Performance

The Louisiana Charter School Law requires charter schools to make demonstrable improvements in student performance over the term of its charter. Student performance is the primary measure of school quality. BESE shall use the state's assessment and accountability programs as objective and verifiable measures of student achievement and school performance. Student performance is the primary indicator of school quality; therefore, BESE will heavily factor all annual evaluations and contract extensions and renewal decisions on a school's achievement of the student performance standards.

The Board will annually review charter schools against the following student performance indicators and standards:

Charter School's Second Year of Operation (Year Two)

1. In each charter school's second year of operation, the charter school will receive an Assessment Index Year One. An Assessment Index received in Year Two will be based on Year One student assessment data aggregated as defined in Bulletin 111.
2. Assessment Index Year One will be reported in January of a charter school's second year of operation.

Charter School's Third Year of Operation (Year Three)

1. In each charter school's third year of operation, the charter school will be measured on the following indicators: Baseline School Performance Score; Assessment Index Year Two; and, if necessary, Assessment Index Year Three; Assessment Index Comparison Over Two Years; and Required Growth.
2. The following indicators will be evaluated in January of a charter school's third year of operation:
 - a. **Baseline School Performance Score (SPS).** In the Fall of each elementary and combination charter school's third year of operation, a Baseline SPS will be determined for the charter school. The Baseline SPS will be determined as defined in Bulletin 111.

CHARTER SCHOOL CONTRACT: EXHIBIT I-1

- b. **Assessment Index Year Two.** In the Fall of each charter school's third year of operation, an Assessment Index will be determined for the charter school. The Assessment Index received in January of Year Three will be based on Year Two student assessment data aggregated as defined in Bulletin 111.
- c. The indicator standards evaluated in January of the charter school's Third Year of operation based on Year Two data shall be as follows:

INDICATOR (January)	STANDARD
Baseline SPS	60.0 or Above
Assessment Index Year Two	60.0 or Above

- 3. The following indicators will be measured no later than June of a charter school's third year of operation, if necessary, for purposes of charter extension only:
 - a. **Assessment Index Year Three.** Each charter school for which a decision on contract extension will be made based on Year Three Spring state testing data will receive an Assessment Index. The Assessment Index received in Year Three will be based on Year Three assessment data aggregated as defined in Bulletin 111.
 - b. **Assessment Index Increase Over a Two Year Period.** Each charter school for which a decision on contract extension will be made based on Year Three Spring state testing data will receive an Assessment Index comparison calculation which measures growth over a two year period. The Assessment Index Increase Over a Two Year Period will compare Assessment Index Year Three to Assessment Index Year One. Increase will be determined for the charter school by subtracting the charter school's Assessment Index Year Three from its Assessment Index Year One.
 - c. **Required Growth.** Each charter school for which a decision on contract extension will be made based on Year Three Spring state testing data will be measured based on its Required Growth. Required Growth represents the required increase in a school's Assessment Index when comparing one school year to the school year that immediately follows. The Required Growth measurement following the charter school's third year of operation shall compare the school's Assessment Index Year Three to its Assessment Index Year Two.
 - d. The evaluation indicator standards measured in June of the charter school's Third Year of operation based on Year Three data shall be as follows:

CHARTER SCHOOL CONTRACT: EXHIBIT I-1

INDICATOR (June)	STANDARD
Assessment Index Year Three	60.0 or Above
Assessment Index Increase Over Two Year Period	10 Points
Required Growth	10 Points

Charter School's Fourth Year of Operation (Year Four)

1. In each charter school's fourth year of operation, the school will be measured on the following indicators: Baseline School Performance Score (SPS); Growth School Performance Score (SPS); Assessment Index Year Three; and, if necessary, Assessment Index Year Four; and Required Growth.
2. The following indicators will be measured in January of a charter school's fourth year of operation:
 - a. **Baseline School Performance Score (SPS).** In the Fall of each elementary and combination charter school's fourth year of operation, a Baseline SPS will be determined for the charter school. The Baseline SPS will be determined as defined in Bulletin 111.
 - b. **Growth School Performance Score (SPS).** In the Fall of each elementary and combination charter school's fourth year of operation, a Growth SPS will be determined for charter schools. The Growth SPS calculation will be determined as defined in Bulletin 111.
 - c. **Assessment Index Year Three.** In the Fall of the fourth year of operation for each charter school serving high school grades, an Assessment Index Year Three will be determined for the charter school. The Assessment Index received in Year Four will be based on Year Three assessment data aggregated as defined in Bulletin 111.
 - d. The evaluation indicator standards measured in January of a charter school's Fourth Year of Operation, as applicable, based on Year Three data shall be as follows:

CHARTER SCHOOL CONTRACT: EXHIBIT I-1

INDICATOR (January)	STANDARD
Baseline SPS	60.0 or above
Growth SPS	Meet growth target as determined pursuant to Bulletin 111
Assessment Index Year Three (High Schools)	60.0 or above

3. The following indicators will be measured in June of a charter school's fourth year of operation, if necessary for purposes of charter extension only:
- a. **Assessment Index Year Four.** Each charter school for which a decision on contract extension will be made based on Year Four Spring state testing data will receive an Assessment Index. The Assessment Index received in Year Four will be based on Year Four assessment data aggregated as defined in Bulletin 111.
 - b. **Required Growth.** Each charter school for which a decision on contract extension will be made based on Year Four Spring state testing data will be measured based on its Required Growth. Required Growth represents the required increase in a school's Assessment Index when comparing one school year to the school year that immediately follows. The Required Growth measurement following the charter school's fourth year of operation shall compare the school's Baseline Assessment Index Year Four to its Baseline Assessment Index Year Three.
 - c. The evaluation indicator standards measured no later than June of the charter school's Fourth Year of Operation based on Year Four data shall be as follows:

INDICATOR (June)	STANDARD
Assessment Index Year Four	60.0 or above
Required Growth	10 Points

- d. Type 5 charter schools transferred to the Recovery School District (RSD) pursuant to La. R.S. 17:10.5 will also be evaluated pursuant to La. R.S. 17:10.5 no later than June of the Type 5 charter school's Fourth Year of Operation.

CHARTER SCHOOL CONTRACT: EXHIBIT I-1

Charter School's Fifth Year of Operation (Year Five)

1. In each charter school's fifth year of operation, the school will be measured on the following indicators: Baseline School Performance Score (SPS), Growth School Performance Score (SPS), and Assessment Index Year Four.
2. The following indicators will be reported in January of a charter school's fifth year of operation:
 - a. **Baseline SPS.** In the Fall of each elementary and combination charter school's fifth year of operation, a Baseline SPS will be determined for the charter school. The Baseline SPS will be determined as defined in Bulletin 111.
 - b. **Growth School Performance Score (SPS).** In the Fall of each elementary and combination charter school's fifth year of operation, an SPS Growth will be determined for the charter school. The SPS Growth calculation will be determined as defined in Bulletin 111.
 - c. **Assessment Index Year Four.** In the Fall of the fifth year of operation for each charter school serving high school grades, an Assessment Index Year Four will be determined for the charter school. The Assessment Index received in Year Five will be based on Year Four assessment data aggregated as defined in Bulletin 111.
 - d. The evaluation indicator standards reported in January of a charter school's Fifth Year of Operation based on Year Four data shall be as follows:

INDICATOR (January)	STANDARD
Baseline SPS	60.0 or above
Growth SPS	Meet growth target as determined pursuant to Bulletin 111
Assessment Index Year Four (High Schools)	60.0 or above

CHARTER SCHOOL CONTRACT: EXHIBIT J

SERVICES REQUIRED TO BE PROVIDED

by

Type 5 Charter Schools in the Louisiana Recovery School District

Information Technology Services: The Charter Operator agrees to provide technology infrastructure support services, as defined by the RSD, in such manner and at such time as is required by the Recovery School District ("RSD") pursuant to contracts negotiated by the RSD with contractors. The Charter Operator agrees to provide student information technology services, in such manner and at such time as is required by the RSD, unless otherwise authorized by the RSD pursuant to a uniform process for the evaluation of an alternate student information technology service. The RSD will determine the monthly cost of such services, as applicable, and will bill the Charter Operator. Payment must be received within fifteen (15) days of the date of the bill.

The Charter Operator agrees to provide employee information technology services and financial information technology services in such manner and at such time as is required by the RSD pursuant to contracts negotiated by the RSD with contractors, unless the Charter Operator has received approval to use a comparable system to provide such services. The Charter Operator must submit to the RSD for its review and approval a proposal for the use of a comparable system and any other information regarding such that is requested by the RSD. The Charter Operator must submit its proposal in accordance with guidelines and deadlines set by the RSD. If the Charter Operator fails to submit a proposal for the use of a comparable system or if its proposal is not approved as a comparable system by the RSD, the Charter Operator shall use the contractor with whom the RSD has contracted to provide such services. In the event the Charter Operator uses the contractor with whom the RSD has contracted to provide any of the services provided in this paragraph, the RSD will determine the monthly cost of such service and will bill the Charter Operator. Payment must be received within fifteen (15) days of the date of the bill.

Transportation: The Charter Operator agrees to provide transportation services to students residing within the parish or within its approved attendance zone if the student resides more than one mile from the school. The Charter Operator may fulfill its obligation to provide such services by agreeing to provide them pursuant to a contract negotiated by the Recovery School District with a contractor. The Charter Operator will notify the RSD of its intent to participate in an RSD contract in accordance with deadlines established by the RSD. In the event the Charter Operator provides such services pursuant to a contract negotiated by the Recovery School District with a contractor, the RSD will determine the monthly cost of such service and will bill the Charter Operator. Payment must be received within fifteen (15) days of the date of the bill.

Food Service: The Charter Operator agrees to provide food services. The Charter Operator may fulfill its obligation to provide such services by agreeing to provide them pursuant to a contract negotiated by the Recovery School District with a contractor. The Charter Operator will notify the RSD of its intent to participate in an RSD contract in accordance with deadlines established by the RSD. In the event the Charter Operator provides such services pursuant to a contract negotiated by the Recovery School District with a contractor, the RSD will determine the monthly cost of such service and will bill the Charter Operator. Payment must be received within fifteen (15) days of the date of the bill.

CHARTER SCHOOL CONTRACT: EXHIBIT K

CHARTER SCHOOL FISCAL OVERSIGHT POLICY FOR CHARTER SCHOOLS IN LOUISIANA

1. PROPOSED INITIAL BUDGET

Detailed budget data must be submitted in all Type 2 and Type 5 charter school proposals. The proposal review committee, BESE staff and LDOE review the data. The budget data must include the following:

- a. Detailed budget for start-up/planning period
- b. Detailed budget for the first year of operation
- c. Detailed budget plan for the next four years of operation
- d. Supporting evidence that the start-up budget plan, first year budget plan, and five year budget plan are sound
- e. Procedures the school will institute to comply with the required performance of fiscal audits
- f. Projections of student enrollments for the first five years of operation

2. FINANCIAL REPORTING

- a. Each charter school will submit quarterly reports to LDOE listing year-to-date revenues and expenditures through that quarter and budgeted revenues and expenditures for the fiscal year using forms provided by LDOE and on dates specified by LDOE.

<u>Due Date:</u>	<u>Financial Report</u>
July 31	Annual Operating Budget Includes actual data for the prior fiscal year ending June 30 along with budgeted data for the current fiscal year starting July 1.
October 31	First Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through September 30.
January 31	Second Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through December 31.
April 30	Third Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through March 31.
July 31	Fourth Quarter Financial Report Includes budgeted data for the fiscal year along with the YTD actual data through June 30.

- b. Each charter school will submit an Annual Financial Report (AFR) to the Department of Education no later than September 30 each year as required by R.S. 17:25(A)(2) and 17:92. The AFR follows the same general format as the quarterly report, but contains additional line items and fund classifications.

CHARTER SCHOOL CONTRACT: EXHIBIT K

- c. The Charter Operator shall maintain records in a manner to reflect compliance with Generally Accepted Accounting Principles.

3. STATE FUNDING ALLOCATIONS

a. Type 5 Charters

1. The Louisiana Department of Education will calculate state and federal funding pursuant to formulas developed by the RSD.

b. Type 2 Charters

1. Prior to the beginning of the new fiscal year, enrollment projections must be provided by the charter school to the BESE office for the upcoming year.
2. The LDOE will calculate the per pupil amounts per R.S. 3995.A.(1).
3. The LDOE will provide the charter school with a schedule of the initial allocation including monthly payments on or about July 1. Payments will be made on or about the 25th of each month.
4. Each school will notify BESE of its actual enrollments on a monthly basis.
5. Once the monthly student counts are submitted, allocations may be adjusted to reflect the revised actual student count.
6. When the October 1 student count is finalized, allocations are adjusted shortly thereafter to reflect the actual allocation for the entire year.
7. BESE will conduct an additional student membership count on February 15 to reflect any changes in student enrollment that may occur after October 1 each year. For any school with a change in enrollment greater than 5 percent, either higher or lower, the allocation amount will be adjusted. Any adjustments made pursuant to this February 15 count shall not be retroactive and shall be applicable only for the period from March through June.
8. Data acquired from the monthly pupil membership counts will be used by the LDOE for budget projections for the upcoming school year.

4. FEDERAL ALLOCATIONS

- a. The charter school is eligible for all federal program funding for which regular public school districts are eligible. The charter school will be notified of this eligibility and the application procedures and timelines by individual program offices within LDOE.
- b. Charter schools must submit copies of invoices or similar documentation to BESE/LDOE to substantiate all reimbursement requests for federal charter school grant funds issued from BESE/LDOE. All requests for reimbursements must be signed by the duly authorized representative of the charter operator.

CHARTER SCHOOL CONTRACT: EXHIBIT K

5. AUDITS OF STATE AND FEDERAL FUNDS

- a. The charter school must agree to follow state audit and reporting requirements established by the Legislative Auditor and R.S. 24:513-556. In addition, the charter school is subject to audit by BESE, LDOE, Legislative Auditor, and any other appropriate state official.

6. GENERAL FISCAL PROCEDURES

- a. Charter operator shall allow the state officials full access to its financial and educational records, reports, files and documents of any kind.
- b. Charter operator further agrees to timely supply all reports, test results and other information, which are required under its charter, state law and regulations.
- c. Any charter school that receives state and federal money directly from BESE or LDOE, the president or chairman of the non-profit corporation (charter operator) that operates the charter school will be the official contact and duly authorized representative for all notices or inquiries issued by BESE, LDOE, or other state or federal agencies. The board of directors of the non-profit corporation may identify and officially designate by board motion, a member of that board of directors other than the president or chairman who will serve as their duly authorized representative. Copies of all notices or inquiries will also be provided to the school principal.
- d. All transactions or requests submitted by the charter operator to BESE/LDOE must be signed by the duly authorized representative of the charter operator.

7. TECHNICAL ASSISTANCE

- a. BESE and LDOE may conduct annual fiscal in-service meetings or workshops. It is the responsibility of the charter operator to send appropriate staff or representatives of the charter school to these in-service meetings.
- b. Charter operator should reference the following publications and implement appropriate procedures based on this guidance:
 - i. *Louisiana Accounting and Uniform Governmental Handbook*, Bulletin 1929. Available at www.louisianaschools.net/ldeu/ploads/2586.pdf
 - ii. *Best Financial Practices for Louisiana Local Government*. Available at www.la.state.la.us/techasst/oppaga.pdf
 - iii. *School Activity Accounts Guide*. Available at www.la.state.la.us/lla/bestpractices_resources.htm (scroll down to the School Activity Accounts Guide.)

CHARTER SCHOOL CONTRACT: EXHIBIT L

COLLECTIVE BARGAINING OPTION

Select one of the options below:

Option 1

 The Charter Operator intends to bargain and enter into a collectively bargained contract on behalf of all or any group of its employees.

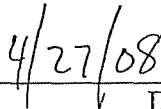
Option 2

 ✓ The Charter Operator does not intend to bargain or enter into a collectively bargained contract on behalf of all or any group of its employees.

The Charter Operator understands that a change in the option identified above shall be reported to BESE pursuant to Paragraph 6.11 of this Charter Contract.



Signature of Charter Operator's
Authorized Representative



Date

CHARTER SCHOOL CONTRACT: EXHIBIT M

Disclosure of Financial Interest and Conflict of Interest By A Charter School Governing Board Member

FILING FOR CALENDAR YEAR: _____

DATE RECEIVED: _____

Each member of a charter school governing board shall file a "Disclosure of Financial Interest and Conflict of Interest" form covering the period for the preceding calendar year within 30 days after becoming a member of such a board and on or before August 1 of each year thereafter.

1. Name (print): _____

2. Position on board (i.e., chair, treasurer, committee chair, etc.): _____

Term Begins: _____ Term Expires: _____

3. Home address: _____

4. Business address: _____

5. Daytime phone: _____ 5. Email: _____

6. Name of charter school: _____

7. Are you an employee of the school? _____

8. Are you a member of a city, parish or other local school board? _____

If yes, state position held and jurisdiction served: _____

9. Are you an elected public official? _____

If yes, state position held, jurisdiction served and appointment date: _____

10. Do any members of your immediate family currently serve on the same charter school governing board? _____

If yes, state family member name(s) and relationship: _____

11. Identify each charter school located in the state of Louisiana in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)

12. Identify each charter school located in any other state in the United States in which, during the previous calendar year, you and/or an immediate family member had a financial interest. If there were no such schools, write "none."

School Name	School Address	Financial Interest (describe)	Member and/or Immediate Family (name)

13. Identify each individual, business, corporation, union, association, firm, partnership, committee, proprietorship, franchise, holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with any charter school **and** in which, during the previous calendar year, you and/or your immediate family member had a financial interest. If there were no such organizations, write "none."

Organization Name	Organization Address	Financial Interest (describe)	Member and/or Immediate Family (name)

Signed under the penalties of perjury:

Signature

Date

File original with:

Louisiana Board of Elementary and Secondary Education (BESE)
Suite 5-190
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Executive Director

CHARTER SCHOOL CONTRACT: EXHIBIT N

**Affirmation of Eligibility to Serve
by a *Charter School Governing
Board Member***

FILING FOR CALENDAR YEAR: _____

DATE RECEIVED: _____

I, _____, am a charter school governing board member.

I understand that, by law, the restrictions below apply to any and all members of a charter school governing or management board in Louisiana:

Members of a Louisiana charter school board are prohibited from receiving compensation other than reimbursement of actual expenses while fulfilling duties as a board member.

Members of a Louisiana charter school board are prohibited from employment, in any manner, by the charter school whether directly through the school or indirectly as an employee of an educational management or service organization with which a charter school contracts for services.

Not more than twenty percent of the members of any governing board of a charter school may be members of the same immediate family, as defined by R.S. 42:1102(13).

Members of a Louisiana charter school board are subject to the Code of Governmental Ethics, R.S. 42:1101 et seq.

I understand the above restrictions on my service as a charter school board member and aver that I am currently eligible to serve as a board member consistent with these restrictions.

In addition, in the event that a conflict arises between my service and these restrictions, I pledge to notify the charter school board immediately and to resign my position on the board unless, within thirty (30) days, such conflict can be resolved to the satisfaction of the charter school board and the Louisiana Board of Elementary and Secondary Education.

Signed under penalty of perjury:

Name

Date

File original with:

Louisiana Board of Elementary and Secondary Education (BESE)
Suite 5-190
1201 North 3rd Street
Baton Rouge, Louisiana 70802

ATTN: Executive Director

CHARTER SCHOOL CONTRACT: EXHIBIT O

TEACHERS' RETIREMENT SYSTEM OF LOUISIANA OPTION

Select one of the options below:

Option 1

_____ The Charter Operator will permit employees who are not on a leave of absence from a local school board to participate in the Teachers' Retirement System of Louisiana.

Option 2

✓
_____ The Charter Operator will not permit employees who are not on a leave of absence from a local school board to participate in the Teachers' Retirement System of Louisiana.

The Charter Operator understands if it has selected Option 2 and elects to change to Option 1 during the term of this Charter Contract, such shall be reported to BESE pursuant to Paragraph 6.11 of this Charter Contract.



Signature of Charter Operator's
Authorized Representative

4/27/08

Date

CHARTER SCHOOL CONTRACT: EXHIBIT P

STUDENT CODE OF CONDUCT AND
DISCIPLINE MANAGEMENT PLAN

Select one of the options below:

Option 1

☒ The Charter Operator will implement a School Specific Student Code of Conduct and Discipline Management Plan that will incorporate the provision of the Model Expulsion Policy, incorporated in this Charter Contract as Exhibit G.

Option 2

☐ The Charter Operator will implement that Recovery School District Student Code of Conduct and Discipline Management Plan, including compliance with the expulsion provisions therein, which provide that the expulsion of students shall be subject to a hearing conducted by the RSD Superintendent or his/her designee.

The Charter Operator understands that a change in the option identified above shall be reported to BESE pursuant to Paragraph 6.11 of this Charter Contract.



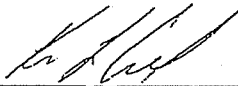
Signature of Charter Operator's
Authorized Representative

4/27/08

Date

**Charter School Contract Execution
Certification of Completion of Requisite Pre-Opening
Requirements**

I, Kenneth Campbell, Director of the LDE Charter School Office, hereby certify that Akili Academy of New Orleans, Inc., Inc. has completed all Pre-Opening Procedures for Charter Schools required to be completed prior to charter contract execution by the president of the Board of Elementary and Secondary Education.



Kenneth Campbell

12 May 08
Date

RECEIVED

MAY 12 2008

Board of Elementary
and
Secondary Education



STATE BOARD of ELEMENTARY and SECONDARY EDUCATION

P.O. Box 94064, Capitol Station, Baton Rouge, LA 70804-9064 · PHONE: 225-342-5840 · FAX: 225-342-5843

May 14, 2008

James Garvey
1st BESE District

Louella Givens
2nd BESE District

Glenny Lee Buquet
3rd BESE District

Walter Lee
4th BESE District

Keith Guice
5th BESE District

Chas Roemer
6th BESE District

Dale Bayard
7th BESE District

Linda Johnson
8th BESE District

John Bennett
Member-at-Large

Penny Dastugue
Member-at-Large

Tammy McDaniel
Member-at-Large

Mr. Andrew Stakelum
Akili Academy of New Orleans
601 Poydras St.
Suite 2100
New Orleans, La 70130

Dear Mr. Stakelum:

Please find enclosed Akili Academy of New Orleans' Type 5 Charter School Contract for the operation of Akili Academy of New Orleans. If this office can provide you with assistance or additional information, please contact Katherine Whitney at (225) 342-5840.

Sincerely,

Weegie Peabody
Executive Director

WP:KW

Enclosure: Type 5 Charter School Contract with Exhibits

c: Kenneth Campbell

Weegie Peabody
Executive Director

Paul Pastorek
State Superintendent